

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Final Engineering Approval for Wekiva Landings (a/k/a Wekiva Golf Club Townhomes)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Tina Williamson

EXT: 7375

MOTION/RECOMMENDATION:

1. Approve the Final Engineering Plans for Wekiva Landings (a/k/a Wekiva Golf Club Townhomes) consisting of 48 units on 4.96 ± acres located at 200 Hunt Club Boulevard (Mark Sweeney/DRMP, applicant); or
2. Deny the Final Engineering Plans for Wekiva Landings (a/k/a Wekiva Golf Club Townhomes) consisting of 48 units on 4.96 ± acres located at 200 Hunt Club Boulevard (Mark Sweeney/DRMP, applicant); or
3. Continue the public hearing until a time and date certain.

District 3 Dick Van Der Weide

Tina Williamson

BACKGROUND:

On September 12, 2006, the Board of County Commissioners approved a Major Amendment to the Wekiva PUD, allowing for a maximum of 48 townhome units to be built on a tract between the 16th and 18th fairways. Addendum #15 to the Wekiva PUD Developer's Commitment Agreement that was part of the approval, requires review and approval of the Final Engineering plans by the Board of County Commissioners.

The Development Review Committee has reviewed the plans and finds that they are in compliance with the approved Developer's Commitment Agreement and Development Order for the Wekiva PUD.

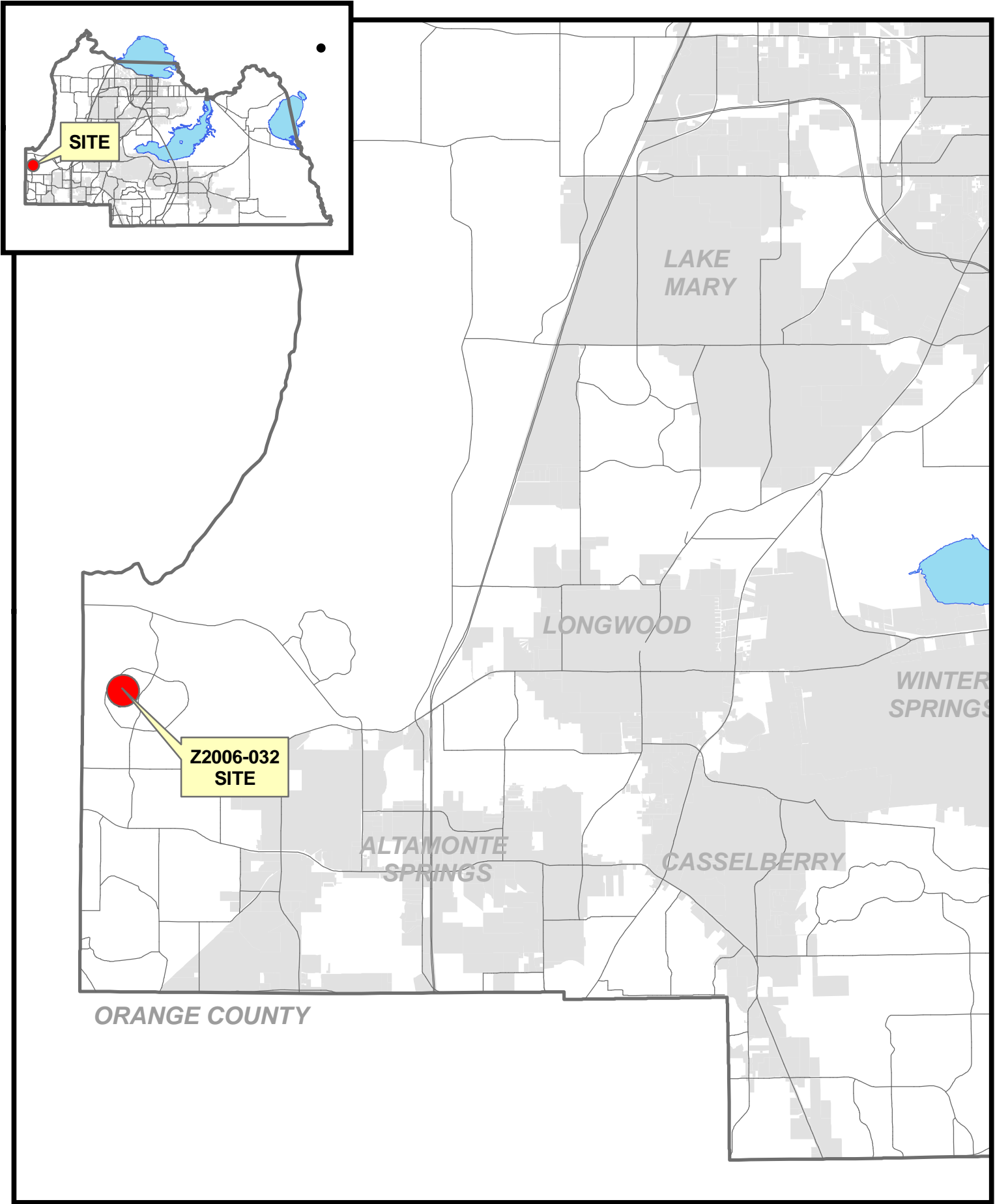
STAFF RECOMMENDATION:

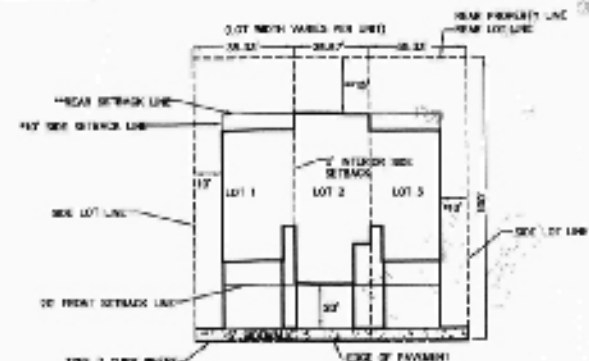
Staff recommends the Board move to approve the Final Engineering Plans for Wekiva Landings (a/k/a Wekiva Golf Club Townhomes) consisting of 48 units on 4.96 ± acres located at 200 Hunt Club Boulevard (Mark Sweeney/DRMP, applicant).

ATTACHMENTS:

1. Location map
2. 11 X 17 Final Master Plan
3. Wekiva Golf Club Townhomes DCA
4. Wekiva Golf Club Townhomes Addendum #15
5. Wekiva Golf Club Townhomes BCC minutes 09/12/06
6. Staff Report
7. Wekiva Golf Club Townhomes P&Z Minutes 04/11/07
8. Permanent Easement for Landscape Buffer Agreement
9. Permanent Easement for Tree Preservation Agreement

Additionally Reviewed By:☒ County Attorney Review (Kathleen Furey-Tran)

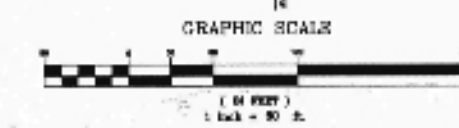




TYPICAL LOT LAYOUT
PER DCA, MODIFIED 8/1/07

*ADDITIONAL NO. 18 LOTS 1, 15, 42, & 43 HAVE AN EXISTING SIDE BUILDING SETBACK OF 5 FEET, INSTEAD OF "TYPICAL" 10 FEET
*ADDITIONAL NO. 17: ALLOWED REAR SETBACK MAINTAIN FROM 25 FEET TO 10 FEET.

- LEGEND**
- CONCRETE PAVEMENT
 - ASPHALT PAVEMENT
 - PROPERTY LINE
 - LOT LINE
 - SOIL TYPE BOUNDARY
 - IMPACTED WETLANDS - 0.06 AC
616- WILLOW & ELDERBERRY



SITE DATA

PROJECT INTENT:
THE INTENT OF THIS PROJECT IS TO CONSTRUCT TWO-STORY RESIDENTIAL TOWNHOMES COMPATIBLE WITH THE SURROUNDING AREA.

PROJECT LOCATION:
THE PROJECT IS SITUATED WITHIN THE WEKIVA GOLF CLUB DEVELOPMENT BETWEEN THE CLUBHOUSE PARKING LOT, 10TH AND 17TH LAKES.

PROPERTY OWNERS: WEKIVA GOLF CLUB, INC.
DISTING. PARCEL ID NO.: 26-21-26-330-0040-0030

EXISTING PROPERTY AREA: 4.99 ACRES

EXISTING ZONING: PLANNED UNIT DEVELOPMENT

DISTING. PLD APPROVED USES: DETERMINED BY MASTER PLAN

PROPOSED USES: DETERMINED BY MASTER PLAN
FUTURE LAND USE: PLANNED DEVELOPMENT (DETERMINED BY MASTER PLAN)

PROPOSED DENSITY:
48 UNITS / 4.99 ACRES = 9.62 UNITS/ACRE
MINIMUM DENSITY = 12.5 UNITS/NET BUILDABLE ACRES
(NOT TO EXCEED 48 TOWNHOUSE UNITS)
NET BUILDABLE ACRES = 12.3/ACRES

BUILDING PAD AREA: 28' x 87'

MAXIMUM BUILDING HEIGHT:
PROPOSED: 35 FEET
MAX. ALLOWED: 35 FEET

LOT SIZE:
MINIMUM LOT SIZE = 1,000 SQUARE FEET
MINIMUM LOT WIDTH = 32'

PROPOSED DWELLING UNITS:
TYPE A: 6 UNITS PER BUILDING x 4 BUILDINGS = 24 UNITS
TYPE B: 3 UNITS PER BUILDING x 2 BUILDINGS = 6 UNITS
TOTAL DWELLING UNITS PROPOSED = 30 UNITS

BUILDING SETBACKS:
A MINIMUM 20' BUILDING SETBACK WILL APPLY FROM THE PROJECT PERIMETER.
INDIVIDUAL LOT SETBACKS -
FRONT YARD SETBACK = 20' FROM BACK OF SIDEWALK
SIDE YARD SETBACK = 10' FOR EXTERIOR UNITS
2' FOR INTERIOR UNITS
(STREET) SIDE YARD SETBACK = N/A
REAR YARD SETBACK = 10' - PER DCA MINIMUM (11')
* FOR LOTS 5, 15, 42, & 43, A MINOR PLD AMENDMENT WILL ALLOW A 10' (11') FEET SIDE SETBACK FOR THE EXTERIOR UNIT.

THE FOLLOWING MINIMUM BUILDING SETBACKS SHALL APPLY TO ACCESSORY STRUCTURES ASSOCIATED WITH THE TOWNHOUSE UNITS:
FENCES, AND OTHER ACCESSORY STRUCTURES: SIDE - 5 FEET, REAR - 5 FEET
SCREEN ENCLOSURES: SIDE - 3 FEET, REAR - 3 FEET

LAND USE CALCULATIONS

BUILDINGS	1.48 ACRES	64,481 S.F.	80%
POWERS	1.18 ACRES	51,546 S.F.	35%
SEWAGE	0.25 ACRES	10,934 S.F.	7%
IMPROVEMENTS	3.36 ACRES	150,840 S.F.	73%
OPEN SPACE	1.56 ACRES	68,112 S.F.	38%
TOTAL PARCEL	4.99 ACRES	215,008 S.F.	100%
STORMWATER (ESTIMATED)	3.85 ACRES		

- SITE NOTES:**
1. ALL TOWNHOUSE UNITS SHALL BE LOCATED ON BENCHMARK PLATTED LOTS.
 2. ALL ROADS ARE PRIVATE.
 3. PERMITTED USES SHALL BE RESIDENCE TOWNHOUSE UNITS, HOME OFFICES, HOME OCCUPATIONS, AND CUSTOMARY RECREATIONAL FACILITIES FOR THE USE OF THE RESIDENTS.
 4. ALL LANDSCAPE BUFFERS AND COMMON AREAS SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION.
 5. CONVERTING COMMON TO LIVING SPACE SHALL BE PROHIBITED.
 6. STORAGE OF RV'S AND BOATS ON THE SITE SHALL BE PROHIBITED.
 7. THERE ARE NO WALLS PROPOSED AROUND THE PERIMETER OF THE PROPERTY.
 8. THE SITE WILL BE ACCESSIBLE BY A PRIVATE ENTRANCE ROAD.
 9. MINOR LANDINGS WILL JOIN THE MASTER MINOR PLD HOMEOWNERS ASSOCIATION.
 10. A PHOTOGRAPHIC PLAN WILL BE REQUIRED AT THE TIME OF FINAL ENGINEERING APPROVAL TO DEMONSTRATE THAT THE LIGHTING DOES NOT EXCEED 3.5 FOOTCANDLES AT THE PROPERTY LINE.
 11. LIGHTING ON THE INDIVIDUAL TOWNHOUSES SHALL BE LIMITED ONLY TO THE HOMEOWNERS WHO SHALL BE DIRECTED DOWNWARD.
 12. A LANDSCAPE PLAN IN COMPLIANCE WITH THE APPROVED DEVELOPER'S COMMITMENT AGREEMENT WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING REVIEW.
 13. THE LANDSCAPE BUFFERS WILL BE LOCATED ON THE WEKIVA GOLF CLUB COURSE PROPERTY WITHIN AN EASEMENT, SUBORDINATE TO MINOR LANDINGS. THE EASEMENT DOCUMENTS WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING.
 14. TREES WILL BE A LANDSCAPE BUFFER EASEMENT ON LOT 43 IN ORDER TO PROTECT THE CLUMP OF TREES TO BE PRESERVED FOR THE DEVELOPER'S COMMITMENT AGREEMENT. THE EASEMENT DOCUMENTS WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING.
 15. ALL WALLS, INCLUDING RETAINING WALLS, WILL REQUIRE A SEPTIC BUILDING PERMIT.
 16. THE MAIN CLUMP AND SIDEWALK AROUND EACH LOT SHALL BE DESIGNED TO SUPPORT THE WEIGHT OF A 35 TON FIRE TRUCK.
 17. THERE SHALL BE NO TYPES OF OBSTRUCTIONS PLACED IN THE CURB-TO-SIDEWALK AREA TO MAINTAIN, WITHIN WORK, MAINTENANCE, OR OBSTRUCTION.
 18. THE CURB-TO-SIDEWALK AREA WILL NOT BE USED FOR PARKING AT ANYTIME AND THE APPROPRIATE SIGNS SHALL BE PLACED THEREIN AND IN ACCORDANCE WITH THE SEMINOLE COUNTY LOG.

OPEN SPACE REQUIREMENTS:
IN ACCORDANCE WITH SECTION 23.054 OF THE LAND DEVELOPMENT CODE, A MINIMUM OF TWENTY-TWO (22) PERCENT OF THE PROJECT AREA MUST BE DESIGNATED AS USABLE OPEN SPACE FOR THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE.
ACCORDING TO THE APPROVED DCA, THE PLD HOLDS 122.5 ACRES. THE 22% OPEN SPACE REQUIREMENT IS 26.95 ACRES. THE APPROVED FENCE AND DRIVE SPACE PLAN SHOWS THAT THERE ARE 26.5 ACRES OF OPEN SPACE CURRENTLY WITHIN THE PLD. THE PROJECT IS LESS THAN FIVE ACRES LEAVING 26.5 ACRES (22%) OF OPEN SPACE WITHIN THE PLD.

MINIMUM LANDSCAPE BUFFER STANDARDS:
BUILDINGS: 20' MIN.
PARKING: 10' MIN.

PARKING REQUIREMENT:
NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY CODE:
1 SPACE PER 100 DWELLING UNITS, IN ADDITION TO THE REQUIRED 2 SPACES PER UNIT
125 UNITS x 48 UNITS = 18 SPACES + 12 SPACES x 48 UNITS = 96 SPACES
18 SPACES + 96 SPACES = 114 TOTAL SPACES REQUIRED

PARKING PROVIDED:
UNITS PARKING = 2 x 48 UNITS = 96 SPACES
GUEST PARKING = 20 SPACES
TOTAL PARKING = 116 SPACES

FLOOD ZONE:
FLOOD ZONE 2, OUTSIDE THE 500 YEAR FLOODPLAIN AS NOTED IN FIRM FLOOD MAP 17111E0101A, DATED APRIL 4, 1986.

EXISTING SOIL TYPE:
ASTATULA APOPKA FINE SANDS 0 - 8% SLOPES, HYDROLOGIC GROUP A

PROPERTY APPROVED ID NUMBER 26-21-26-330-0040-0030

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY OTHER REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY VIOLATIONS IN THE PLANS OR THE FACILITY AS CONSIDERED WHICH PRESENTS A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. NON-EXISTENCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENT FOR THIS PROJECT. THE DEVELOPER'S RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.

APPROVED

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

<p>DATE: 7/24/07</p> <p>REVISION: 1</p> <p>REVIEWED BY: [Signature]</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p> <p>PLD BY: [Signature]</p>				<p>DATE: 07/24/07</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p> <p>PLD BY: [Signature]</p>		<p>DATE: 07/24/07</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p> <p>PLD BY: [Signature]</p>		<p>DATE: 07/24/07</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p> <p>PLD BY: [Signature]</p>		<p>DATE: 07/24/07</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p> <p>PLD BY: [Signature]</p>		<p>DATE: 07/24/07</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p> <p>PLD BY: [Signature]</p>	
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DRMP
DESIGNERS • ENGINEERS • PLANNERS • SCIENTISTS

941 Lake Baldwin Lane - Orlando, Florida 32814
Certificate of Authorization No. 2648

OVERALL SITE PLAN
WEKIVA LANDINGS
WEKIVA GOLF CLUB INC.
SEMINOLE COUNTY, FLORIDA

PROJECT NO.
05-0199-000

DATE
OCTOBER 2007

SCALE
AS SHOWN

DATE
7/24/07

REVISION
WEXIVA
PLANNED UNIT DEVELOPMENT
ZONING CLASSIFICATION

11/16/76

RECEIVED
Nov 10 1976
SANDHOLE COUNTY
ZONING DEPT.

I. LEGAL DESCRIPTION

See Exhibit "A" attached

II. STATEMENT OF BASIC FACTS

Total Acreage: 1,022
Total Units: 2,928
Gross Density: 2.86

LAND USE TABLE

Land Use Classification	Acres	Density Units/Acre	Units
Residential Low Density	486.07	2.93	1423
Residential Medium Density	170.91	8.81	1505
Commercial	31.74		
Schools	30.0		
Park	53.0		
Wekiva Golf Course	147.9		
Utilities	38.7		
Major Street Right-of-Way	63.68		
Total	1022.0	2.86	2928

TRACTING TABLE

Tract	Type	Density	Acres	Units
A	Commercial		12.2	
B	Residential Medium Density	5	33.0	165
C	Residential Medium Density	5	35.0	175
D	Residential Medium Density	12	32.14	385
E	Residential Medium Density	12	8.76	105
F	Commercial		5.14	
G	Commercial		14.4	
H	Residential Medium Density	7	13.21	92
I	Residential Medium Density	12	14.34	172
J	Residential Low Density	2.7	25.56	65
K	Residential Medium Density	12	6.05	72
L	Residential Medium Density	12	9.62	115
M	Residential Medium Density	12	8.14	97
N	Residential Low Density	2.6	16.31	42
O	Residential Medium Density	12	10.65	127
P	Residential Low Density	2.6	32.24	83
Q	Residential Low Density	3.0	142.5	427
R	Residential Low Density	3.0	29.9	89
S	School		15.0	
T	Previously Platted Low Density	3.0	239.56	717
U	Previously Dedicated School Site		15.0	
V	Existing Sanlandc. Utilities Site		38.7	
W	Parks		53.0	
X	Existing Wekiva Golf Course		147.9	
Y	Major Street Right of Way		63.68	
Total		2.86	1022.0	2928

SEE APPENDIX #1 DATED May 24, 1977
Re: TRACTS B AND C.

SEE APPENDIX #3 DATED 9-26-78
Re: TRACTS H, I, J, K, L.

The Wekiva Hunt Club Development Plan is attached hereto and made a part hereof.

III. BUILDING RESTRICTIONS

Type of Building	Minimum Lot Size	Minimum Setback F.Y. S.Y. E.Y.	Maximum Height
Previously Platted Low Density	8400 Sq.Ft.	20 10 30	35
Residential Low Density	8400 Sq.Ft.	25 10 30	35
Residential Medium Density (Attached)	2700 Sq.Ft.	20 10 30	35
Residential Medium Density (Detached)	8400 Sq.Ft.	20 10 30	35

IV. VEHICLE AND PEDESTRIAN CIRCULATION SYSTEM COMMITMENTS

1. The developer shall construct roads in Wekiva Hunt Club according to the following rights-of-way requirements:

Major Arterial Road	
Hunt Club Boulevard - 4-Lane	106 Feet
Minor Arterial Road	
Wekiva Trail East - 4-Lane	80 Feet
Collector Streets	
Canterclub Trail - 2-Lane	60 Feet
Wekiva Trail West - 2-Lane	60 Feet

2. The developer shall participate on a prorata basis in the cost of installing a traffic signal at the entrance of Wekiva Hunt Club Boulevard and Wekiva Springs Road when the need is determined by Seminole County.
3. The developer shall install acceleration and deceleration lanes on Wekiva Springs Road and Sand Lake Road at such time the Sand Lake Road is paved, when the need is determined by Seminole County.
4. The developer shall provide a setback within the commercial area from Wekiva Springs Road ~~and to have no direct entrance from this commercial area to Wekiva Springs Road.~~ SEE APPENDIX #7
5. Sidewalks and/or bike paths will be provided within each tract. Their location shall be determined at the time of platting. The developer shall provide street lights for the sidewalks and/or bike paths.
6. The developer shall insure that the Florida Power easement within the Previously Platted Area (Tract 2) will be maintained by the Wekiva Hunt Club Community Association, Inc.
7. The developer shall pave Sand Lake Road from either Wekiva Hunt Club's East or West boundary to the nearest paved street.
8. The developer shall insure that the boulevard median will be maintained by the Wekiva Hunt Club Community Association, Inc. as recorded on the deed restrictions.
9. The developer shall insure that walkways and power easements may be used by residents outside of Wekiva Hunt Club to get to school sites within Wekiva Hunt Club.
10. The developer shall install grade separated pedestrian underpasses in front of both school sites.
11. The developer shall install all internal traffic control signs and signalization as needed.

V. LANDSCAPING AND BUFFERING COMMITMENTS

1. The developer shall provide fencing along Lots 723-731, Section 3, double frontage lots.
2. The developer shall construct a masonry wall along Sand Lake Road on Lots 630-651, Section 3, in addition to a fence which would be provided along the 25-foot utility and sidewalk easement.
3. The developer shall provide a 100-foot maintained buffer strip on both sides of the residential medium density and commercial areas which abut Sweetwater Cuts and Sweetwater Club in that area which runs North from Wekiva Trail to Wekiva Springs Road.

SEE LTR. DATED 9-21-81 RE: BUFFER COMMITMENTS
(GOVERNOR'S POINT FILE)

4. The developer shall provide a 70-foot buffer zone between the commercial area and Wekiva Springs Road, which will be landscaped and maintained by the developer until such time as it will be taken over by the Homeowners' Association.
5. The developer shall provide a Site Plan for visual screening of commercial areas, which Plan is subject to review and approval by Seminole County at the time of Site Plan Review.
6. The developer agrees to follow Arbor Ordinance Requirements.

VI. PARK AND OPEN SPACE

1. Park and open space shall be developed in accordance with the Wekiva Park and Open Space Plan attached hereto.
2. Park areas within Wekiva Hunt Club will become the property of the Wekiva Hunt Club Community Association, Inc. and will, at no time, require County maintenance.
3. Within the area on the Development Plan designated for "Golf Course Clubhouse", consisting of approximately 10 acres, the following use shall be permitted: The sale of alcoholic beverages on premises as an accessory use to the golf course, which use shall be permitted only while the area is maintained and used as a golf course (as approved by amendment dated October 7, 1975).

VII. PUBLIC FACILITY COMMITMENTS

1. Schools

- a. The developer shall dedicate two 15-acre school sites to the Seminole County Board of Education. These sites shall revert to the developer if the Seminole County Board of Education does not construct a school on the sites within seven years after the date of actual dedication. One site has already been accepted by the School Board and dedicated. The other site shall be dedicated to the School Board at the time the School Board determines that it is desirable.
- b. The developer will pay to the County \$300 for each single-family unit and \$200 for each multiple-family unit, currently being collected by the County, at the time of issuance of a building permit. Said funds to be for use by the Seminole County Board of Education. Contribution of the land in paragraph 1.a. hereof shall be credited to payments for the contribution to the School Board as set forth in this paragraph. In determining the credit for the land contributed, the developer shall accept a formula establishing the land value dedicated school sites, which is prepared by Seminole County, and which would set a reasonable value on the land.

2. Fire and Police Protection

- a. Police protection will be provided to Wekiva Hunt Club by the Seminole County Sheriff.
- b. Fire protection will be provided by the Seminole County Fire Control Unit, which has determined that a fire station will not be needed within the Wekiva Hunt Club project. A \$10 per unit contribution shall be made with each residential building permit.

3. Drainage and Water Quality Commitments

- a. The developer will participate, on a prorata basis, with the Huskey Holding Company and Sweetwater Oaks to provide an areawide drainage plan and facilities, which will meet Seminole County requirements.

4. Water and Sewer Facility Commitments

Developer has entered into an agreement with Sanlando Utilities Corp. whereby Sanlando has agreed as follows:

- a. Sanlando shall provide a water treatment facility and supply to meet the needs of Wekiva Hunt Club and the certificated area of Sanlando Utilities Corp.
- b. Sanlando shall provide a sewage disposal system of high standards to insure that all State and County regulations are met. The sewage treatment plant shall be located on a 40-acre site in the Northeast corner of Wekiva Hunt Club and shall be provided with a 100-foot buffer to the South side of the treatment plant site.
- c. No sewage effluent shall be treated outside of the 40-acre site, and effluent will not leave the Wekiva Hunt Club project.
- d. The sewage treatment plant will be designed as a similar plant existing at the Sanlando Utilities Corp. location East of Interstate 4.
- e. The sewer plant shall be operated at or above 90% B.O.D. removal at all times.
- f. No wells for water supply will be located within the general flow of water to the Wekiva River.

VIII. STAGING

The developer shall follow a development schedule as described below:

Phase I	1976/1977	913 units
Phase II	1977/1978	510 units
Phase III	1978/1983	1505 units
Total		2928 units.

Any units not constructed in a given phase shall be accumulated in the following phase.

IX. OTHER COMMITMENTS

1. The developer shall obtain from the Board of County Commissioners Site Plan approval of commercial areas, including off-site signs.
2. A temporary sales office located at the intersection of Wekiva Springs Road and Hunt Club Boulevard is authorized in accordance with that certain Resolution of the Board of County Commissioners dated January 6, 1976, provided, however, such sales office is to be reviewed for renewal January 6, 1979.
3. Whenever the term "Magnolia Service Corporation" is used herein, same shall be taken and construed to mean the developer of Wekiva Hunt Club. All obligations, liabilities and responsibilities incurred by or imposed upon Magnolia Service Corporation by this commitment shall be assumed by and enforceable against any successor-in-interest of Magnolia Service Corporation as the overall developer of the Planned Unit Development.

X. AMENDMENT

This Amendment supersedes that certain document establishing the original Wekiva Hunt Club Planned Unit Development adopted by the Seminole County Board of County Commissioners on February 22, 1974, and all amendments thereto.

MAGNOLIA SERVICE CORPORATION

By *Donald R. Greer*
Donald R. Greer, President

BOARD OF COUNTY COMMISSIONERS

By *Deke W. Williams*




EXHIBIT "A"

LEGAL DESCRIPTION
WEKIVA HUNT CLUB P.U.D.

The Northwest 1/4 and the West 1/2 of the Southwest 1/4 and the West 5/8 of the East 1/2 of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 5, Township 21 South, Range 29 East, Seminole County, Florida, and also, all of Section 6, Township 21 South, Range 29 East, Seminole County, Florida, less the South 1/2 of the Southwest 1/4 of said Section 6, and also, the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 21 South, Range 29 East, Seminole County, Florida, and also, the East 1/2 of the Southeast 1/4, less the East 330.00 feet thereof, and the East 1/2 of the Northeast 1/4 lying South of the Wekiva Springs Road, less the East 330.00 feet thereof, and the South 1/2 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of the Southeast 1/4, less the North 554.40 feet of both, also less the South 379.00 feet of the North 933.40 feet of the South 1/2 of the Southwest 1/4 and less that part of the town of Clay Springs as recorded in Plat Book 2, page 16, of the Public Records of Seminole County, Florida, lying in the South 379.00 feet of the North 933.40 feet of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 20 South, Range 29 East, Seminole County, Florida, and also, the Southwest 1/4 of the Southeast 1/4, less the North 554.40 feet thereof and less that part of Town of Clay Springs as recorded in Plat Book 2, page 16, Public Records of Seminole County, Florida, lying in the South 379.00 feet of the North 933.40 feet of the Southwest 1/4 of the Southeast 1/4, all being in Section 31, Township 20 South, Range 29 East, Seminole County, Florida.

WeKiva

PARK & OPEN SPACE PLAN

Wekiva is a 1022-acre planned community located in Seminole County, Florida. The Wekiva community consists of Residential Low Density and Residential Medium Density lots, commercial, schools, and recreation and park areas, with an overall density of 2.86 units per acre.

The Park and Open Space Plan is based on the Wekiva Land Use Plan as described by the Development Plan and Zoning Classification approved by the Seminole County Commission. The revised population estimate indicated in the Park and Open Space Plan is based on a decrease in the number of units from the original Development Plan. The new Wekiva plan proposes the construction of 2,928 units with a resulting population of 8,052.

The development of Wekiva will occur in three phases as shown on the Park and Open Space Plan. There will be a total of 260.5 acres of park and developed recreation area within the 1,022-acre Wekiva project. The Park and Open Space Summary Table details the acreage allotted to the various park and open space areas. This park acreage figure represents an increase over the 208.5 acres shown in the Wekiva Zoning Classification and amounts to 25% of the gross area of Wekiva.

The Wekiva Park and Open Space Plan includes seven neighborhood park sites containing a total in excess of 50 acres. This is more than double the requirement outlined by the East Central Florida Regional Planning Council's report on Open Space and Recreation of 1 acre of neighborhood park per 1,000 population. As shown on the Park Facilities Summary Table, a variety of recreational facilities and sites will be available for the residents of Wekiva. The park areas will be developed as the population increases to meet the facility requirements stated in the East Central Florida Regional Planning Council's report on Open Space and Recreation. The development timetable for the various facilities is outlined in the Park Facility Development Schedule Table.

Wekiva Golf Club is located on 147.9 acres winding through the core area of Wekiva. The golf course clubhouse area will include tennis courts and a swimming pool.

The recreational facilities as well as the commercial, school, and residential areas are all interconnected by a system of bikeways. This is a comprehensive pedestrian and bicycle circulation system with a total of more than 11 miles of bikeways accounting for an additional 33 acres of usable recreation area.

Additional recreation sites will be provided in the Residential Medium Density areas. The facilities available will vary with each builder but will include pools, tennis courts, playgrounds and park areas. Recreation facilities provided in the Medium Density tracts shall be shown on the site plans when submitted for approval.

Not included in the Park and Open Space Summary or Park Facilities Tables are two 15-acre school sites. Included within these sites would be additional recreational facilities such as basketball, volleyball, softball, baseball, playgrounds, and playfields.

The Wekiva Park and Open Space Plan has been designed to provide for the recreational needs of the Wekiva residents as the community grows and insure there will always be parks and open space available.

WEXIVA

PARK & OPEN SPACE SUMMARY

Phase	Units	Population (2.75 pop/unit)	Park & Open Space (Acres)
1	913	2511	Park 25.4 (includes 4 acres of lakes)
			Bikeways 17.0
			Powerline 6.6
2	510	1402	Park 27.6 (includes 12 acres of lakes)
			Bikeways 8.0
3	1505	4139	Golf Course 147.9
			Bikeways 8.0
			Recreational Areas within residential tracts 5.0
			Buffer Park 15.0
Total	2928	8052	260.5 (includes 16 acres of lakes)

WEKIVA

Park Facilities Summary

Phase	Cumulative Units	Required Facilities *	Facilities Provided
	913	(1) Tennis (1) Handball	Foxhant Park (1) Basketball (1) Handball (1) Playground (1) Playfield Bikeways Wekiva Hills Park (2) Tennis (2) Softball/Baseball (1) Football/Soccer (1) Playground (2) Playfield (2) Rest Rooms Bikeways Sand Lake Park (1) Lake (1) Playfield Bikeways Powerline (1) Playfield Bikeways
2	+510	(1) Tennis (1) Softball/Baseball (1) Playground	Wekiva Lake Park (1) Basketball (2) Handball (1) Playground (2) Playfield (2) Lakes Bikeways
3	+1505	(2) Tennis (1) Softball/Baseball (2) Basketball (2) Handball (2) Playground (1) Pool	Wekiva Golf Club (1) Championship Golf Course (1) Clubhouse (2) Tennis (1) Pool Buffer Park Bikeways
Total	2928	(4) Tennis (2) Softball/Baseball (2) Basketball (3) Handball (3) Playground (1) Pool	(4) Tennis (2) Softball/Baseball (2) Basketball (3) Handball (3) Playground (1) Pool (7) Playfield (1) Golf Course & Clubhouse (1) Football/Soccer 11 Miles of Bikeways

*Based on the Summary of Standards for Special Facilities outlined in the Open Space and Recreation Plan prepared by The East Central Florida Regional Planning Council.

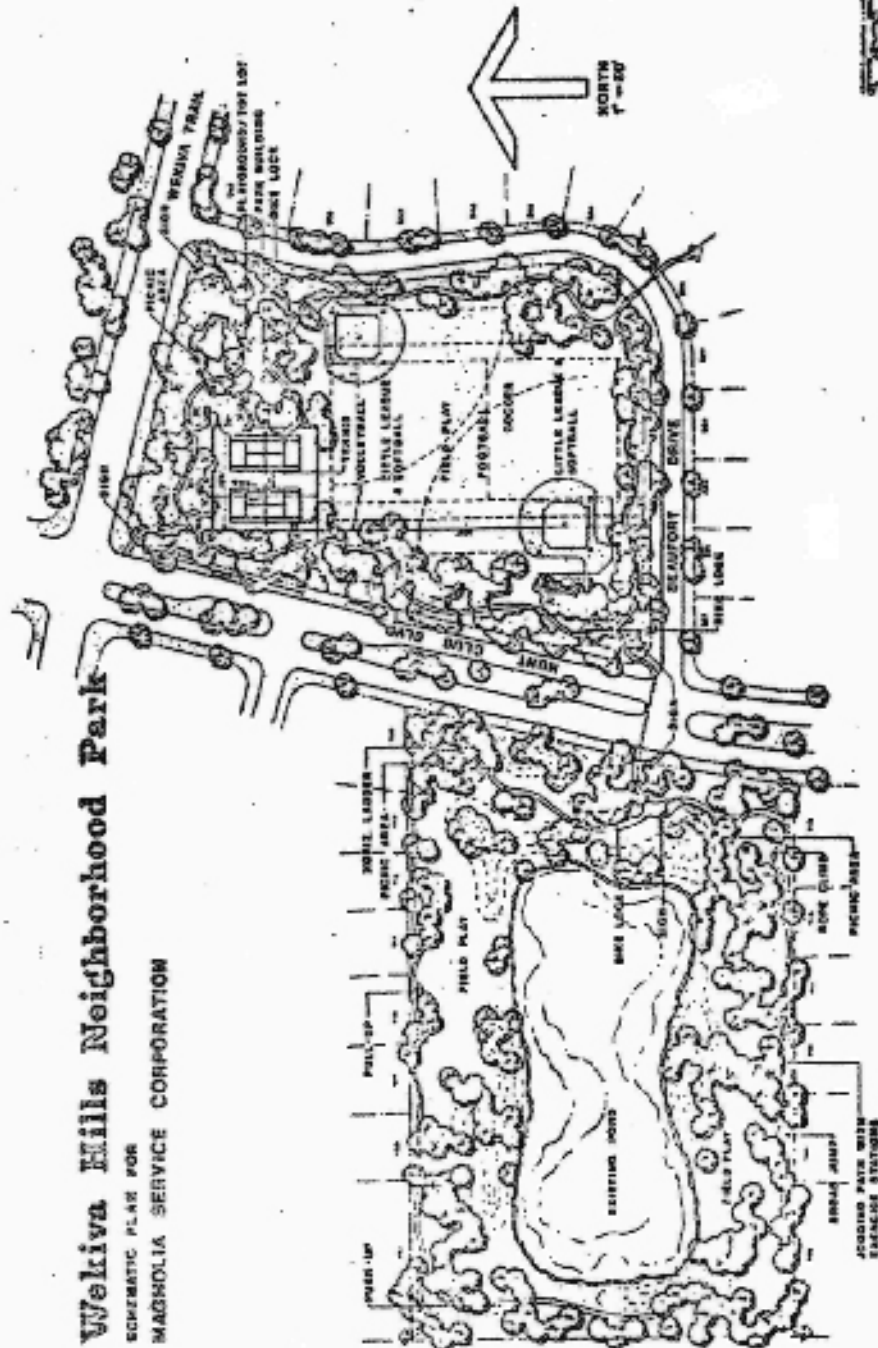
WEKIVA

Park Facility Development Schedule

	CUMULATIVE HOUSING UNITS							
	400	750	1100	1450	1800	2150	2550	2928
Tennis	● ●			● ●				
Softball/Baseball		●				●		
Basketball		●				●		
Handball		●			●			●
Playground		●			●			●
Pool				●				
Playfield	●	●	●	●	●	●	●	
Golf Course	●							
Football/Soccer		●						
Bikeways	●	●	●	●	●	●	●	●

Wekiva Hills Neighborhood Park

SCHEMATIC PLAN FOR
MAGNOLIA SERVICE CORPORATION



1"=20'

ADDENDUM #1

Commitments for Wekiwa
A Planned Unit Development in
Seminole County, Florida
by
Magnolia Service Corporation

Section III of the Commitment agreement dated November 16, 1976
is hereby amended to include as building restrictions
applicable to Tracts B and C:

III. BUILDING RESTRICTIONS

<u>Type of Building</u>	<u>Minimum Lot Size</u>	<u>Minimum Setback</u> F.Y. S.Y. B.Y.	<u>Maxi Heig</u>
Residential Medium Density (Detached)	5000 Sq.Ft.	20 0 15	35

SEMINOLE COUNTY

By *Rich Willers*
Chairman

Dated *May 24, 1977*

MAGNOLIA SERVICE CORPORATION

By *Donald R. Greer*
Donald R. Greer, President

Asst. Dist. Williams
ATTEST: *Arthur H. Williams*

CERTIFIED COPY
ARTHUR H. WILLIAMS, JR.
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
By *Marion H. Haskins*
Deputy Clerk

ADDENDUM #2

COMMITMENTS FOR WEKIVA
A Planned Unit Development in
Seminole County, Florida

by
Magnolia Service Corporation

The Wekiva Hunt Club Development Plan attached to and made a part of the "Revision, Wekiva Planned Unit Development Zoning Classification dated 11/16/76" as amended by Addendum #1 dated May 24, 1977 is amended by this Addendum to reflect the relocation of the school site in the western portion of the PUD to the area shown on the attached site plan, which area is a 15-acre site approximately 560 feet by 1170 feet.

SEMINOLE COUNTY

By Paul L. White
Chairman

MAGNOLIA SERVICE CORPORATION

By Walter R. Allen

Dated June 14, 1977



ADDENDUM # 2.

ADDENDUM # 3

Commitments for Wekiwa
A Planned Unit Development in
Seminole County, Florida
by
Magnolia Service Corporation

Section III of the Commitment agreement dated November 16, 1976
is hereby amended to include as building restrictions
applicable to Tracts H, I, and L:

III. BUILDING RESTRICTIONS

<u>Type of Building</u>	<u>Maximum Lot Size</u>	<u>Minimum Setback</u> <u>P.Y. S.Y. B.Y.</u>	<u>Maximum Height</u>
Residential Medium Density (Detached)	5000 sq.ft.	20 0' 15	35

SEMINOLE COUNTY

Dated SEPT. 26, 1978

By

William H. Greer
Chairman

ATTEST:

William H. Greer

MAGNOLIA SERVICE CORPORATION

By

Donald R. Greer
Donald R. Greer, President



RECEIVED
JAN 5 1979

ADDENDUM #4

RECEIVED
JAN 03 1979

Commitments for Wekiva, A Planned Unit
Development in Seminole County, Florida
by
SEMINOLE COUNTY ZONING DEPT. Magnolia Service Corporation

Section III of the Commitment Agreement dated November 16, 1978 is hereby amended to include as building restrictions applicable to Tract K:

A.

III BUILDING RESTRICTIONS

Type of Building	Minimum Lot Size	Minimum Setback			Maximum Height
		F.Y.	S.Y.	E.Y.	
Residential Medium Density (Attached)	2700 sq ft	20	10	15	35
Minimum Setback from Public Right-of-Way		25			

Deletion of pedestrian underpass located on Hunt Club Boulevard approximately 300 feet North of Wekiva Trail East, as shown on adopted Master Land Use Plan.

SEMINOLE COUNTY

Dated: December 12, 1978

By Bob French
Chairman, Board of County Commissioners

Attest: Arthur H. Buchanan

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer
Donald R. Greer, President



ADDENDUM #5

Commitments for Wekiva, A Planned Unit
Development in Seminole County, Florida
by
Magnolia Service Corporation

The Wekiva Park Facility Summary is hereby amended to
relocate the two tennis courts from the Wekiva Golf Club to
the Northwest Park.

Dated: February 27, 1979

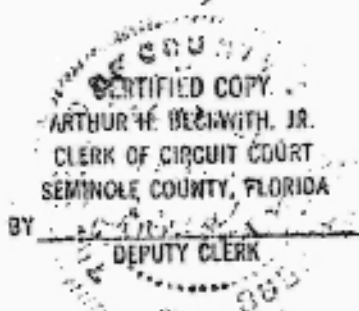
SEMINOLE COUNTY

By Bob French
Chairman, Board of County Commissioners

Attest Arthur H. Beckwith Jr.
Clerk of the Court

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer
Donald R. Greer, President



ADDENDUM #6

Commitments for Wekiva, A Planned Unit
Development in Seminole County, Florida
By
Magnolia Service Corporation

The Wekiva Park Facility Summary is hereby amended to delete the swimming pool from the Wekiva Golf Club in lieu of a cash settlement of \$60,000, payable to the Wekiva Hunt Club Homeowners Association.

Dated: May 8, 1979

SEMINOLE COUNTY

By Bob French
Chairman, Board of County Commissioners

Attest: Arthur H. Beckwith, Jr.
Clerk of the Court

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer
Donald R. Greer, President

Attest: Virginia E. Austin
Virginia E. Austin, Secretary

CERTIFIED COPY
ARTHUR H. BECKWITH, JR.
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

By Arthur H. Beckwith, Jr.
Deputy Clerk

ADDENDUM #7

Commitments for Wekiva, a Planned Unit
Development in Seminole County, Florida
by

Magnolia Service Corporation

Section III, paragraph 4, page 2, is hereby amended to delete "and to have no direct entrance from this commercial area to Wekiva Springs Road" and said paragraph 4 shall now read as amended:

"4. The developer shall provide a setback within the commercial area from Wekiva Springs Road."

Dated 12-9-80

SEMINOLE COUNTY

By *R. Kenneth Stearn*
Chairman, Board of County Commissioners

Attest: *Arthur H. Beckwith Jr.*
Clerk of the Court

MAGNOLIA SERVICE CORPORATION

By *D. R. Greer*
Donald R. Greer, President

Attest: *Jackie C. Wright*
Jackie C. Wright, Secretary

CERTIFIED COPY
ARTHUR H. BECKWITH, JR.
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
By *Arthur H. Beckwith Jr.*
Deputy Clerk

ADDENDUM #8

Commitment For Wekiva
A Planned Unit Development In
Seminole County, Florida
By
Magnolia Service Corporation

Section III of the Commitment Agreement Dated November 16,
1976 is Hereby Amended to include as building restrictions
applicable to Tracts B, C, H, and L:

III. Building Restrictions

All detached units shall have a minimum of 10 feet
separation between each unit.

SEMINOLE COUNTY

DATED December 23, 1980

BY

Robert G. Stevens
Chairman

ATTEST:

Arthur H. Buchwalter, Jr.

Magnolia Service Corporation

BY

Donald R. Greer
Donald R. Greer, President



ADDENDUM #9

Commitments for Wekiva, A Planned Unit Development in Seminole County, Florida by Magnolia Service Corporation

Section III of the Commitment Agreement Dated November 16, 1976
is hereby amended to include as building restrictions applicable
to Tracts L and O.

III. BUILDING RESTRICTIONS

<u>Type of Building</u>	<u>Minimum Lot Size</u>	<u>Minimum Setbacks</u>			<u>Maximum Height</u>
		<u>P.Y.</u>	<u>S.Y.</u>	<u>B.Y.</u>	
Residential Medium Density Attached/ Detached	2700 sq ft	20	0	15	35

A minimum of 10 feet shall be maintained between all buildings.

Minimum Setback from
Public Right-of-Way

25 *20 where a perimeter
wall is utilized.

SEMINOLE COUNTY

Dated:

April 7, 1981

By

Robert J. Stearns
Chairman, Board of County Commissioners

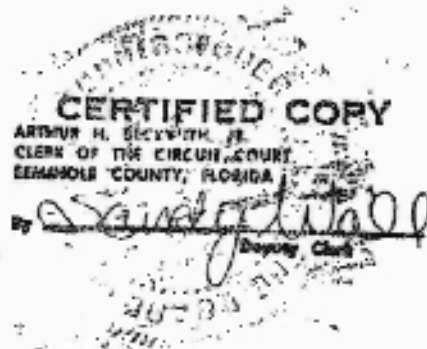
Attest:

Arthur H. Bucknill

MAGNOLIA SERVICE CORPORATION

By

Donald R. Greer, President



ADDENDUM 210

COMMITMENTS FOR WEKIVA
A PLANNED UNIT DEVELOPMENT
IN SEMINOLE COUNTY, FLORIDA

By

MAGNOLIA SERVICE CORPORATION

Sections II and III of the Commitment Agreement dated November 16, 1976,
is hereby amended as follows:

II. TRACTING TABLE

Tract	Type	Density	Acres	Units
E	Residential Medium Density	12	12.47	149
F	Commercial		5.0	
G	Residential Medium Density	12	10.93	131
		3.03	1022	3103

Section III is hereby amended to include the building restrictions applicable
to Tracts E and G.

III. BUILDING RESTRICTIONS

Type of Building	Minimum	Minimum Setbacks			Maximum Height
	Lot Size	F.Y.	S.Y.	B.Y.	
Residential Medium Density Attached/Detached	2700 sq. ft.	20	0	15	35

A minimum of 10 feet shall be maintained between all buildings.

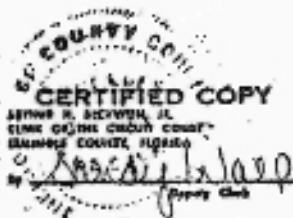
Minimum Setback
From Right-of-Way 25 ft. *20 ft. where a perimeter
wall is utilized.

DATED June 9, 1981

SEMINOLE COUNTY, FLORIDA

By: Robert P. Thomas
Chairman,
Board of County Commissioners

Attest: Richard R. Kautz
Clerk



MAGNOLIA SERVICE CORPORATION

By: W. R. Greer
Donald R. Greer
President

ADDENDUM #11

Commitments for Wekiva, A Planned Unit Development in Seminole County, Florida

by
Magnolia Service Corporation

NOV 15 1981
SEMINOLE COUNTY
ZONING DEPT.

Section III of the Commitment Agreement dated November 16, 1976, is hereby amended to include as building restrictions applicable to Tracts E and G.

III. BUILDING RESTRICTIONS

<u>Type of Building</u>	<u>Minimum Lot Size</u>	<u>Minimum Setbacks</u>			<u>Maximum Height</u>
		<u>F.Y.</u>	<u>S.Y.</u>	<u>B.Y.</u>	
Residential Medium Density Attached/ Detached	*2100 sq ft	20	0	15	35

A minimum of 10 feet shall be maintained between all buildings.

Minimum Setback from Right-of-Way 25 feet - 20 ft where a perimeter wall is utilized.

*Denotes change from previously approved Addendum.

SEMINOLE COUNTY

Dated 10-16-81

By Robert J. Turner
Chairman, Board of County Commissioners

Attest: Arthur H. [Signature]

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer
Donald R. Greer, President

ADDENDUM # 12

Commitment for Wakiva
A Planned Unit Development in
Seminole County, Florida
by
Magnolia Service Corporation

Section III of the Commitment agreement dated November 16, 1976
is hereby amended to include as building restrictions applicable
to Tracts B & C:

III. BUILDING RESTRICTIONS

Type of Building	Minimum Lot Size	Minimum Setback			Maximum Height
		FT	SY	BY	
Residential Medium Density (Attached)	2700 Sq.Ft.	15	0	15	35

A minimum of 10 feet shall be maintained between all buildings

DATED 2/16/82

SEMINOLE COUNTY

By Robert D. Johnson
Chairman, Board of County
Commissioners



MAGNOLIA SERVICE CORPORATION

By Donald S. Greer
Donald S. Greer, President



ADDENDUM #13
(APPROVED BY BCC ON OCTOBER 14, 1986)
COMMITMENTS FOR WEKIVA
A PLANNED UNIT DEVELOPMENT
IN SEMINOLE COUNTY, FLORIDA

by
MAGNOLIA SERVICE CORPORATION

CERTIFIED COPY
DAVID N. DENNEN
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
By: [Signature]
Deputy Clerk
Date: 12/8/86

Section II, IV, and VII, of the Commitment Agreement dated November 16, 1976, is hereby amended as follows:

II. STATEMENT OF BASIC FACTS

Total Acreage:	1,022
Total Units:	3,137
Gross Density:	3.07

LAND USE TABLE

<u>Land Use Classification</u>	<u>Acres</u>	<u>Density Units/Acre</u>	<u>Units</u>
Residential Low Density	501.07	2.93	1468
Residential Medium Density	184.45	9.05	1669
Commercial	15.2		
Schools	15.0		
Library Site	3.0		
Park	53.0		
Wekiva Golf Course	147.9		
Utilities	38.7		
Major Street Right of Way	63.68		
TOTAL	1022.0	3.07	3137

TRACTING TABLE

<u>Tract</u>	<u>Density</u>	<u>Acres</u>	<u>Units</u>
A Commercial		12.2	
B Residential Medium Density	5	33.0	165
C Residential Medium Density	5	35.0	175
D Residential Medium Density	12	32.14	385
E Residential Medium Density	12	8.40	101
E-1 Library Site		3.0	
F Commercial		3.0	
G Residential Medium Density	12	14.07	168
H Residential Medium Density	7	13.21	92
I Residential Medium Density	12	14.34	172
J Residential Low Density	2.7	25.56	65
K Residential Medium Density	12	6.05	72
L Residential Medium Density	12	9.62	115
M Residential Medium Density	12	8.14	97
N Residential Low Density	2.6	16.31	42
O Residential Medium Density	12	10.65	127
P Residential Low Density	2.6	32.24	83
Q Residential Low Density	3.0	142.5	427
R Residential Low Density	3.0	29.9	89
S Residential Low Density	3.0	15.0	45
T Previously Platted Low Density	3.0	239.56	717
U Previously Dedicated School Site		15.0	
V Existing Sanlando Utilities Site		38.7	
W Parks		53.0	
X Existing Wekiva Golf Course		147.9	
Y Major Street Right-of-Way		63.51	
TOTAL	3.07	1022.0	3137

The revised Wekiva Hunt Club Development Plan is attached hereto and made a part hereof.

IV. VEHICLE AND PEDESTRIAN CIRCULATION SYSTEM COMMITMENTS

12. A 5 ft. wide sidewalk will be installed on the East and West sides of Hunt Club Boulevard lying South of the intersection of Wekiva Trail East and West Wekiva Trail and North of the intersection of Wekiva Trail East and West Wekiva Trail within the core area. The cost of materials for the sidewalks shall be paid for by Magnolia Service Corporation and the labor for the installation of the sidewalks shall be provided by Seminole County. (10-14-86)
13. Developer shall install a sidewalk on the South side of Needles Trail. (10-14-86)
14. Developer shall pay for a Traffic Signal at the Southern intersection of Hunt Club Blvd. and Wekiva Trail. (10-14-86)
15. Seminole County shall install a Traffic Signal and left turn lane at the intersection of Hunt Club Blvd. and Needles Trail. (10-14-86)

COMMITMENT SATISFIED
8-22-89, SEE PUD
FILE

VII. PUBLIC FACILITY COMMITMENTS

1. Schools

- a. The developer shall dedicate two 15-acre school sites to the Seminole County Board of Education. These sites shall revert to the developer if the Seminole County Board of Education does not construct a school on the sites within seven years after the date of actual dedication. One site has already been accepted by the School Board and dedicated. The other site shall be dedicated to the School Board at the time the School Board determines that it is desirable.

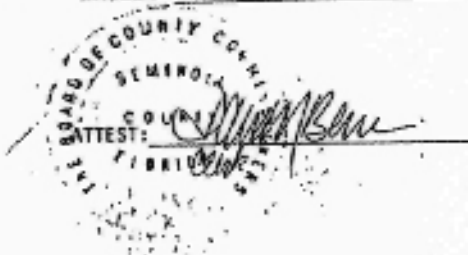
The School Board has decided that the second school site is in an inappropriate location for a school. Therefore, the land use classification for Tract "S" has been changed to Residential Low Density. In place of said school site, a 3 acre portion of Tract "E" has been designated as a library site. (Oct. 14, 1986)

- b. The developer will pay to the County \$300 for each single-family unit and \$200 for each multiple-family unit, currently being collected by the County, at the time of issuance of a building permit. Said funds to be for use by the Seminole County Board of Education. Contribution of the land in paragraph 1.a. hereof shall be credited to payments for the contribution to the School Board as set forth in this paragraph. In determining the value of school site "U" (the existing Wekiva Elementary School) the amount of \$360,000 is hereby approved.

The amount allocated for the 3 acre library site is hereby determined to be \$360,000.

Addendum #13
Oct. 30, 1986
Page 3

DATED: October 14, 1986



SEMINOLE COUNTY, FLORIDA

SEALS of County Commissioners

Robert J. Stum
CLERK

MAGNOLIA SERVICE CORPORATION

By: Donald R. Greer
Donald R. Greer
President

CERTIFIED COPY
MAYNNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY S. Wall
DEPUTY CLERK

ADDENDUM #14

(APPROVED BY BCC ON JANUARY 9, 1990)

Commitment For Wekiva Hunt Club
A Planned Unit Development In
Seminole County, Florida
By
Magnolia Service Corporation

Addendum #11 (Dated 10-6-81) of the Commitment Agreement dated November 16, 1976, as amended, is hereby amended as follows for "Tract E Only".

A minimum of 10 feet shall be maintained between all buildings; provided, however, that swimming pools, and attendant structures including pool deck and screening, may encroach within this setback so long as a minimum of 5 feet is maintained between all buildings.

Screen enclosure structures may project over the lot line and connect to the adjacent structure located on zero lot line units.

Minimum setback from right-of-way 25 feet - 20 feet where a perimeter wall is utilized; provided, however, that this 20 foot restriction where a perimeter wall is utilized can be reduced to 15 feet if a swimming pool is constructed on a lot adjacent to the perimeter wall.

Dated 1/23/90

SEMINOLE COUNTY

By Sandra S. Allen
Chairman, Board of County
Commissioners

Attest: [Signature]

MAGNOLIA SERVICE CORPORATION

By Donald R. Greer
Donald R. Greer, President

ADDENDUM #15

Wekiva Golf Club Townhomes

The Wekiva Planned Unit Development dated November 16, 1976, as amended, is hereby further amended as follows:

On September 12, 2006 the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property, known as Wekiva Golf Townhome Parcel:

I. The following additions and deletions are made to the Land Use Table in Addendum #13 dated October 14, 1986 to the Wekiva PUD Developer's Commitment Agreement (strikethroughs are deletions, underlines are additions):

Land Use Classification	Acres	Units	DU/Acre
Residential Medium Density	184.45 <u>189.41</u>	1,669	9.05
Golf Course	147.9 <u>142.9</u>		

II. The following additions and deletions are made to the Tracting Table in the original Wekiva PUD Developer's Commitment Agreement (strikethroughs are deletions, underlines are additions):

Tract Breakdown	Type Construction	Units	Density	Acres
X	Existing Wekiva Golf Course			147.9 <u>142.9</u>
<u>Z</u>	<u>Medium Density*</u> <u>Residential</u> <u>Townhomes</u>	<u>48</u>	<u>9.6</u>	<u>4.96</u>

*As of September 12, 2006 a total of 2,519 dwelling units have been built in the PUD: 2,016 as Low Density Residential and 503 as Medium Density Residential. The 48 additional townhome units in Tract Z are being removed from the total 618 dwelling units unbuilt for a total of 570 dwelling units left unbuilt from the original 3,137 approved.

The following shall apply to Wekiva Golf Club Townhomes described in Exhibit A:

1. **LEGAL DESCRIPTION:**

See Exhibit A

2. **MASTER PLAN AND ARCHITECTURAL RENDERINGS:**

See Exhibit B

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Evan Roach
DEPUTY CLERK

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2006101336 BK 06-408 Pgs 0222 - 989, (12pgs) REC'D 10/09/2006 10:23:46 AM
REC FEES 103.50, REC'D BY G HARFORD

RETURN TO DANNY MCINNIS

3. **PROPERTY OWNERS**

Wekiva Golf Club, Inc./Robert Dello Russo
200 Hunt Club Boulevard
Longwood, FL 32779

4. **OPEN SPACE AND RECREATION AREAS**

Total Residential Land Area:	4.96 acres
Required Open Space:	1.25 acres
Open Space Provided:	1.38 acres

5. **MINIMUM BUILDING SETBACKS FROM PROPERTY LINES**

North Property Line:	20'
East Property Line:	20'
South Property Line:	20'
West Property Line:	20'

6. **MINIMUM BUILDING SETBACKS ON LOTS**

Front:	20'
Side:	0' interior units, 10' exterior units
Rear:	20'

7. **MINIMUM SEPARATION BETWEEN BUILDINGS**

10'

8. **SETBACKS FOR ACCESSORY STRUCTURES**

The following minimum building setbacks shall apply to accessory structures associated with the townhouse units:

Pools, and other accessory structures: Side - 5 foot, Rear - 5 foot
Screen enclosures: Side - 3 foot, Rear - 3 foot

9. **MAXIMUM BUILDING HEIGHT**

35'

10. **MINIMUM UNIT SIZE**

1,300 square feet of living area

11. **PERMITTED USES**

Attached Single-family Dwelling Units
Single Family Homes
Home Offices and Home Occupations
Recreational Facilities for the Use of the Residents

12. **LANDSCAPE & BUFFER CRITERIA**

South Property Line Adjacent to the Golf Course:

- Minimum 20' landscape buffer adjacent to buildings, which shall contain at a minimum four canopy trees and four sub-canopy trees per 100 linear feet of buffer.
- Minimum 5' in width with an overall average of 10' in width landscape buffer adjacent to parking areas, which shall contain at a minimum a 4' undulating earthen berm and a minimum of four canopy trees and four sub-canopy trees per 100 linear feet of buffer. In addition to the trees, 3-gallon shrubs planted 3' on-center will be provided the length of the berm. Where the existing vegetation provides adequate screening and can be saved, as determined by the Planning Manager, the existing vegetation may be retained in lieu of the earthen berm.
- The existing vegetation shall be saved to the maximum extent possible. Any trees saved shall count towards buffer plantings and tree removal mitigation requirements.
- All buffer plantings must meet the Seminole County Land Development Code requirements in regard to size, quality, type and variety.

North Property Line Adjacent to the Golf Course:

- Minimum 20' landscape buffer adjacent to buildings, which shall contain at a minimum four canopy trees and four sub-canopy trees per 100 linear feet of buffer.
- Minimum 5' in width with an overall average of 10' in width landscape buffer adjacent to parking areas, which shall contain at a minimum a 4' earthen berm and a minimum of four canopy trees and four sub-canopy trees per 100 linear feet of buffer. Where the existing vegetation provides adequate screening, as determined by the Planning Manager, the existing vegetation may be retained in lieu of the earthen berm.
- The existing vegetation shall be saved to the maximum extent possible. Any trees saved shall count towards buffer plantings and tree removal mitigation requirements.
- All buffer plantings must meet the Seminole County Land Development Code requirements in regard to size, quality, type and variety.

All landscape buffers and common areas shall be maintained by a Homeowners Association.

Landscaping Commitments for the off-site retention pond:

- On the west side of the proposed off-site retention pond, the developer shall plant one canopy tree (minimum 14' height with a 7' spread at the time of planting) every 40' on-center.

13. **MICELLANEOUS DEVELOPMENT COMMITMENTS**

- A. The Final Site Plan shall be required to be reviewed and approved by the Board of County Commissioners.
- B. The cluster of trees identified in Exhibit C shall be preserved.

- C. The gate adjacent to Canterclub Trail shall be removed and replaced with a continuation of the existing brick wall, unless the access is required for Public Safety purposes, in which case it will remain a closed gate. This will be determined during Final Site Plan.
- D. All townhouse units shall be located on individual platted lots.
- E. The Wekiva Golf Club Townhomes Development will join the Master Wekiva PUD Homeowners Association.
- F. All landscape buffers, walls, fences and common areas shall be maintained by a homeowners association.
- G. A photometric plan will be required at the time of Final Engineering approval to demonstrate that the lighting does not exceed 0.5 footcandles at the property lines.
- H. Lighting on the individual townhouses shall be limited only to the entranceways and shall be directed downward.
- I. Sidewalks shall be required on both sides of the internal streets.
- J. The development shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.
- K. A minimum of 2.33 parking spaces per unit shall be provided for each platted lot.
- L. Storage or parking of recreation vehicles, boats on trailers, or trailers of any kind is prohibited.
- M. Garages shall not be converted to living space.

14. WATER, SEWER AND FIRE PROTECTION

WATER: Water services shall be provided by Utilities Inc.

SANITARY SEWER: Sanitary sewer shall be provided by Utilities Inc.

FIRE PROTECTION: Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrant shall be located according to Seminole County regulations.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE

By:


Carlton D. Henley, Chairman
Seminole County Board of Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Wekiva Golf Club, Inc., on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

Elizabeth Deem
Witness

Elizabeth Deem
Print Name

M. Pereira
Witness

M. Pereira
Print Name

By: [Signature]

Robert Dello Russo, Director for
Wekiva Golf Club, Inc.

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, Robert Dello Russo, Director for Wekiva Golf Club, Inc. who is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of Sept., 2006.

[Signature]

Notary Public, in and for the County and State
Aforementioned

My Commission Expires

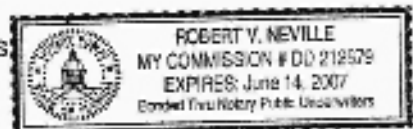


EXHIBIT A

LEGAL DESCRIPTION:

A portion of land lying in Section 6, Township 21 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

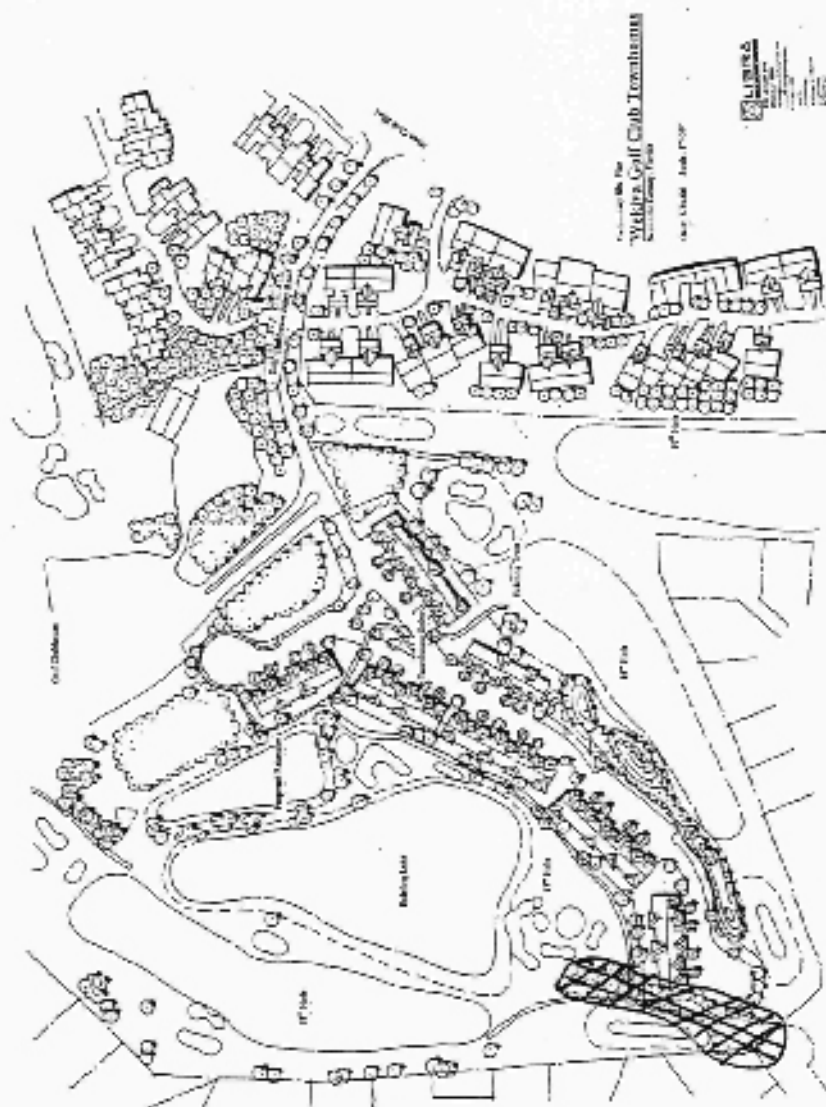
COMMENCE at a 4" concrete monument at the Southeast corner of Lot 4, WEKIVA CLUB ESTATES SECTION SIX, as recorded in Plat Book 22, Pages 39 and 40 of the Public Records of Seminole County, Florida; thence run South $87^{\circ}46'55''$ East a distance of 186.23 feet for a POINT OF BEGINNING; thence run North $36^{\circ}30'11''$ West a distance of 140.00 feet; thence run North $53^{\circ}29'49''$ East a distance of 116.38 feet; thence run North $36^{\circ}16'08''$ East a distance of 375.37 feet; thence run North $23^{\circ}11'10''$ East a distance of 315.12 feet; thence run North $34^{\circ}41'26''$ West a distance of 143.77 feet; thence run North $55^{\circ}18'34''$ East a distance of 139.00 feet; thence run South $34^{\circ}41'26''$ East a distance of 214.85 feet to a point on a tangent curve concave Northeasterly having a radius of 50.00 feet; thence, from a chord bearing of South $77^{\circ}32'05''$ East, run Southeasterly along the arc of said curve a distance of 74.78 feet through a central angle of $85^{\circ}41'18''$ to the point of tangency thereof; thence run North $59^{\circ}37'16''$ East a distance of 88.00 feet; thence run South $30^{\circ}22'44''$ East a distance of 130.69 feet; thence run South $47^{\circ}32'09''$ West a distance of 325.84 feet; thence run South $23^{\circ}11'10''$ West a distance of 117.32 feet; thence run North $66^{\circ}48'50''$ West a distance of 75.00 feet; thence run South $23^{\circ}11'10''$ West a distance of 139.63 feet; thence run South $51^{\circ}25'40''$ West a distance of 97.41 feet; thence run South $36^{\circ}17'17''$ West a distance of 141.45 feet; thence run South $53^{\circ}29'49''$ West a distance of 185.63 feet to the POINT OF BEGINNING.

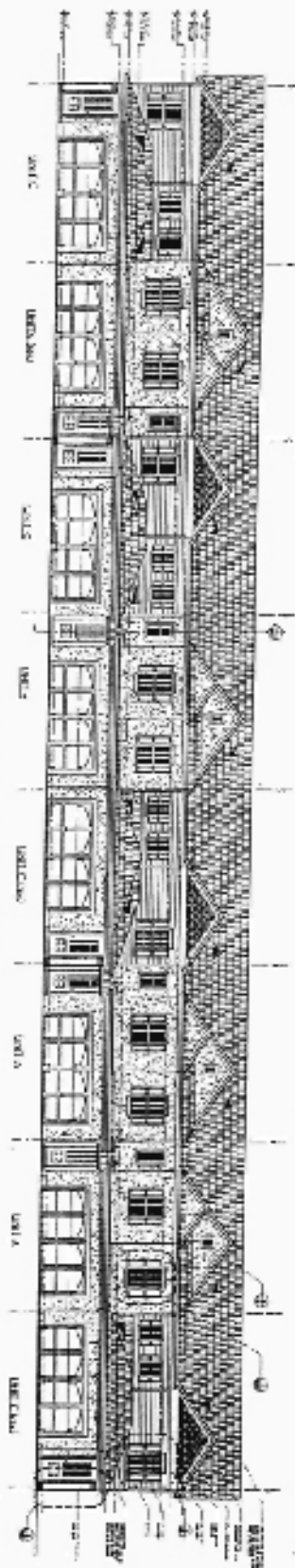
Containing 4.96 acres, more or less.

EXHIBIT B

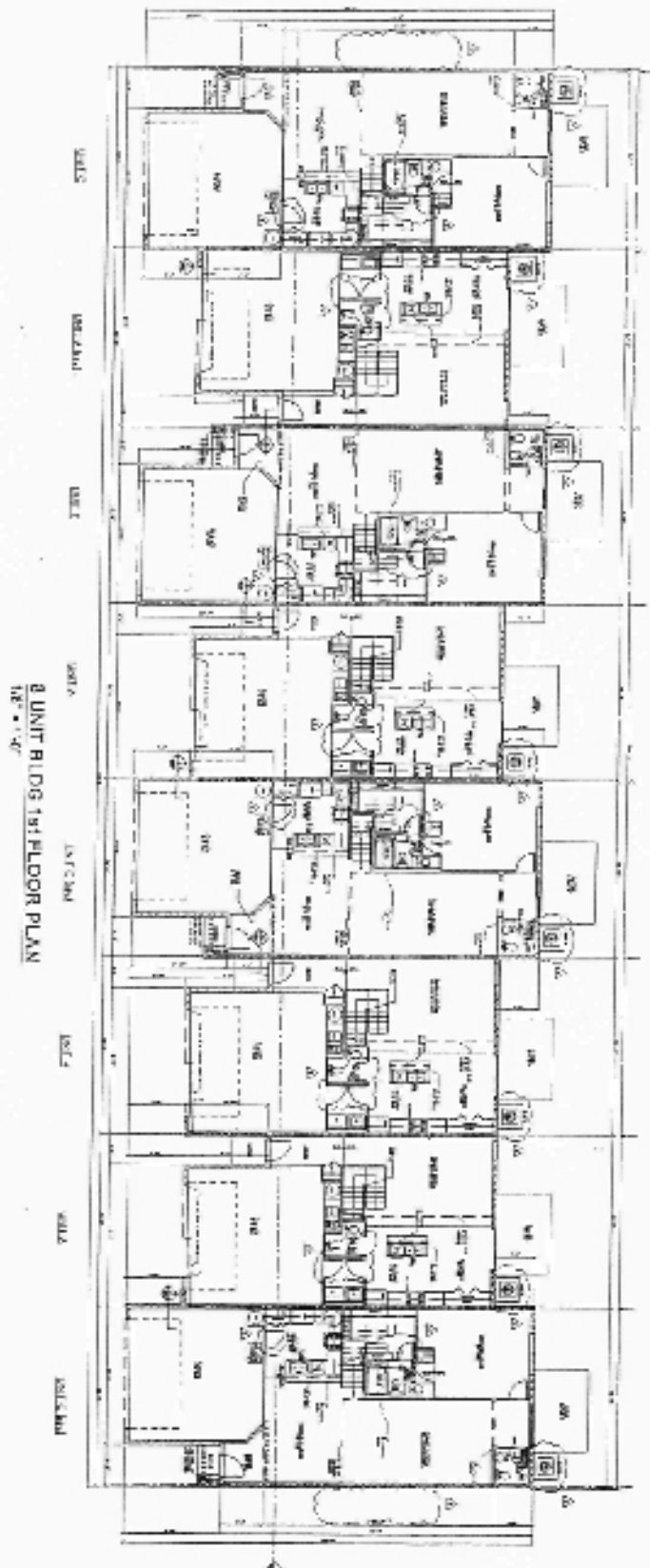
Final Master Plan and Architectural Renderings

FINAL MASTER PLAN WITH CONCEPTUAL LANDSCAPING





3 UNIT BLDG FRONT ELEVATION



3 UNIT BLDG 1st FLOOR PLAN
1/8" = 1'-0"

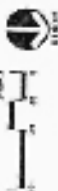


LIBRA ARCHITECTS
1001 N. GULF BLVD., SUITE 100
FORT MYERS, FL 33901
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DESIGNED BY
LIBRA ARCHITECTS

WEKIVA
GOLF CLUB
TOWNHOME
SITE

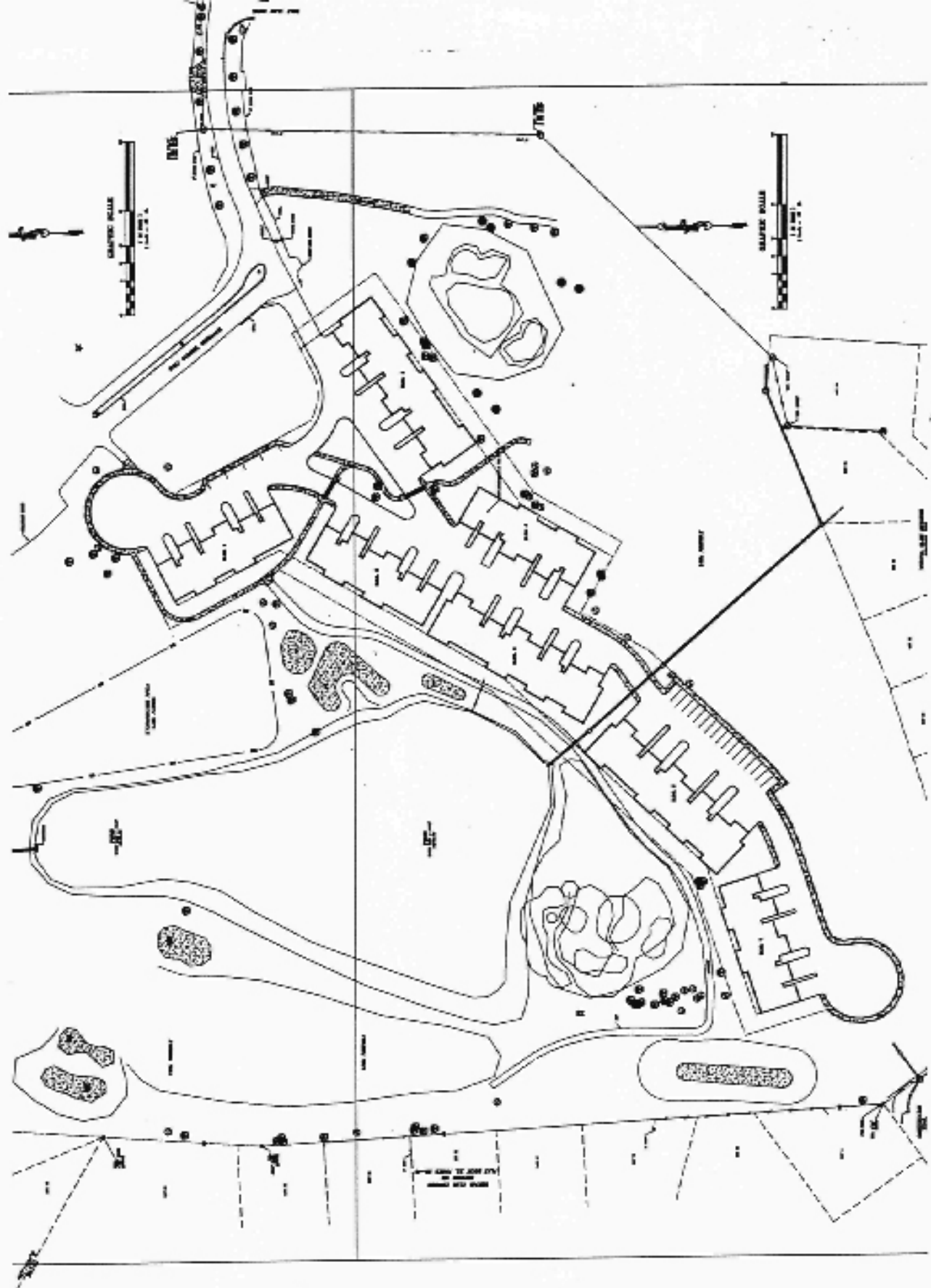
SP-06



SP-06

EXHIBIT C

Cluster of Trees to be Preserved (Trees in Hatched Area)



Motion by Commissioner Carey, seconded by Commissioner Morris to approve the NW Oregon PUD Major Amendment (Westwood Village) for property consisting of 72.90 acres located on the northwest corner of the intersection of SR 46 and N. Oregon Street, as described in the proof of publication, CRF-Sanford, LLC; authorize the Chairman to execute the Third Revised and Restated NW Oregon PUD Final Master Plan Developer's Commitment Agreement, as shown on page 2232.7; and adopt Ordinance #2006-65, as shown on page 2233, rezoning subject property from PUD to PUD; subject to the following: (1) lighting and outdoor amplification system restrictions being put back into the Developers Commitment Agreement; (2) Cross Access Agreement be provided for Lot 1A; (3) Setback on Lot 1A be 50 feet and setback on Outparcel 1A be 25 feet.

Districts 1, 2, 3, 4 and 5 voted AYE.

**REQUEST FOR WEKIVA PUD MAJOR
AMENDMENT, BRIAN DAVIS**

Proof of publication, as shown on page 2226, calling for a public hearing to consider the Wekiva PUD Final Master Plan and Developer's Commitment Agreement for property consisting of 4.96 acres located at 200 Hunt Club Boulevard, Brian Davis, received and filed.

Principal Coordinator, Tina Williamson, presented the request, advising the amendment is to allow 4.96 acres of the golf course to become a new tract (Tract Z) and be converted from open space to 48 fee-simple townhouse units, at a density of 12.3 dwelling units per net buildable acre. She stated that when the original PUD was approved (1976), 255.5 acres (25%) were required to be useable open space and at this time, there are 260.5 acres of common useable open space within the PUD. Currently, the PUD is approved for 3,137 dwelling units. Of the

SEPT. 12, 2006

3,137 units, 1,669 are approved in the Medium Density Residential category with densities ranging from 5 to 12 dwelling units per gross acre. 1,468 are approved in the Low Density Residential category with densities ranging from 2.6 to 3 dwelling units per gross acre. As the PUD developed, some of the tracts approved for Medium Density Residential actually developed as Low Density Residential. A total of 2,519 dwelling units have been built in the PUD; 2,016 as Low Density Residential and 503 as Medium Density Residential. Therefore, the requested 48 townhome units do not require any increases to the approved entitlements for PUD, because there are 618 units that remain unbuilt out of the 3,137 that were initially approved. The amendment does require that that acreage approved for Medium Density Residential be increased from 184.45 acres to 189.41 acres.

Ms. Williamson advised staff recommends approval of the major amendment, subject to the conditions in Addendum #15 to the Wekiva PUD Developers Commitment Agreement and the final master plan. She reviewed the Planning & Zoning Commission recommendations as listed in the staff report.

Brian Davis, representing the developer, addressed the Board to state the staff has done a good job of presenting the request. He displayed the Preliminary Site Plan (copy received & filed) for the project, stating that they will not be driving through the single-family residential homes to get to the townhomes. He said that the site does not abut any of the single-family homes and pointed out that those homes will still have their view of the golf course. He described the proposed townhomes, advising they will be two-story and will be similar in size and scale as other multi-family homes in the PUD. He

SEPT. 12, 2006

said they are not asking for an increase in the number of units as presented by staff. He advised that they have met with the area residents in neighborhood meetings and there were four concerns voiced. The first concern was of car lights pulling into the parking spaces; and they have agreed to construct a substantial berm at a minimum of four to five feet high with a large vegetative buffer for screening purposes. The second request was for screening around the retention pond and they have agreed to put in canopy trees; and if the County emergency services allow them to, they will block off that gate. He said they have agreed to cut off fixtures for lighting so light will not spread into the existing single-family neighborhood. He stated the last concern was of the end units closest to the single-family homes; however, they are not willing to move or delete those units because those will be the most marketable units in the complex. He further said they have agreed to mitigate the impact on schools at the time of final plat. In closing, he stated they believe the project is compatible with the rest of the Wekiva community. He displayed an artist's rendering (not received & filed) of what the project will look like.

Bob Dello Russo, President of the Wekiva Golf Club, Inc., addressed the Board to advise they purchased the golf course two years ago and have put a large amount of money into it to improve it. He said they also purchased the Deer Run Golf Course when it was a run-downed course and improved it. He said the proposed project will not block anyone's view of the fairway; and he would request the Board approve the amendment.

Ray Herod, 237 Coble Drive, addressed the Board to speak in opposition, stating this project will impact his enjoyment of

his home. He said the condos are being built in the middle of estate homes; whereas, all the other condos in the PUD were built in a cluster around Hunt Club Boulevard. He further said the last condo building is only 215 feet from the first estate home on the 16th fairway. He added that the design of the proposed buildings is not consistent with the rest of the Wekiva PUD. He, therefore, asked that the Board either reject the amendment totally or at least reduce the density. Photographs of the golf course and the area estate homes were received and filed.

Sally Eadie, 278 Castlerod Court, addressed the Board to speak in opposition, requesting the Board deny the request. She expressed her concern about the excessive paving, the environment, and the springs.

Attorney Duke Woodson, 111 N. Orange Avenue, addressed the Board to advise he is representing the Wekiva Community Association. He spoke in opposition, stating he disagrees with staff that the 25% open space is being met with this proposal because, in his opinion, the golf course doesn't count. He said this proposal is inconsistent with the plan that was approved 30 years ago. He further said this is a compatibility issue in that, the townhomes have different setbacks and different characteristics than estate homes. He added that the retention pond is not part of the plan and questioned how staff can respond to concerns from the homeowners with regard to same.

Teresa Peterson, 233 Coble Drive, addressed the Board to request denial of the requested amendment, citing the density and stating it is not fair that the established homeowners will have to look at townhomes. She added that she does not see how the developer is going to put the amount of visual buffer

required to prevent that from happening. She expressed her concern about traffic and that there is only one road leading to and away from the project. She also expressed her concern with the overcrowded schools.

Gunner Smith, 245 Coble Drive, addressed the Board to speak in opposition, citing traffic and overcrowded schools as his concerns. He requested that the last building be eliminated if the Board doesn't deny the request altogether.

Attorney Jane West, representing Peter Eadie, addressed the Board to speak in opposition. She gave a PowerPoint presentation (copy received & filed) outlining the negative impacts on the Wekiva Springs quality and recharge capacity. She discussed her concern with the Wekiva River Basin recharge, stating a UCF study shows a 15% decrease in the Wekiva Springs flow and this development will only add more impervious surfaces that will prevent groundwater recharge. She further stated that the property is a five-acre forest which is within the most effective recharge area as established by the County Land Development Code. She urged the Board to evaluate the impact this development will have on the Wekiva Springs.

Jamie Bernardo, 179 Canterclub Trail, addressed the Board to advise he is the closest house to the proposed project. He displayed photographs (received & filed) showing his house and his view of the golf course. He said there is only a treed buffer between his home and the project and he is concerned about his family's safety and the noise. He questioned if the trees in that buffer will be preserved. He said he would like to have the end units (6) removed.

Mike Grier, area resident, addressed the Board to express his concern that the new residents of the condos will use Golf Course Drive.

Mr. Davis stated they believe this project is very much a part of the Hunt Club Boulevard corridor. He said residents will not be driving through any part of the single-family home area. He pointed out that they have been working with County staff on the open space issue and they believe they are in compliance. With regard to density, they also believe they are compatible with what is in the area. He said the retention pond is required and will be part of the approval from the Water Management District. He committed to maintaining the group of trees so the view of the estate homes should not change substantially.

Jennifer Worth, representing the developer, addressed the Board to advise the 25-year storm requirements have been taken into account with their calculations. She said taking the five acres out will not impact the ground water recharge.

No one else spoke in support or in opposition.

Speaker Request Forms were received and filed.

E-mail correspondence regarding this issue was received and filed.

District Commissioner Van Der Weide stated this is a commercial venture within a PUD and that PUD was a negotiated zoning passed by an earlier BCC in 1976. He referred to a letter that Everett Huskey wrote stating that the Sweetwater, Sabal and Wekiva subdivisions are all part of one community and anything that adversely affects one of them, adversely affects all of them; and he said he tends to agree with him. He advised

that he has met with the developer and the homeowners and the developer and homeowners have been working together.

Motion by Commissioner Van Der Weide to approve the Wekiva PUD Major Amendment on 4.95 acres located at 200 Hunt Club Boulevard, Addendum #15 to the Wekiva PUD Developer's Commitment Agreement and Final Master Plan, based on staff's findings, as described in the proof of publication, Brian Davis, with the restriction that the number of building units will be limited to 34 fee-simple lots with the flexibility to still work with the County and the community on where the units will be constructed.

The Chairman called for a second to the motion three times without response, whereupon, the **motion died** for the lack of a second.

Commissioner Carey stated the Board will be seeing more and more of these types of the projects as the golf course properties come forward.

Upon inquiry by Commissioner Carey, DCM Don Fisher, addressed the Board to advise this item is consistent with how the Deer Run PUD was handled.

Commissioner Morris stated he does not see that the Board has any grounds to turn this request down.

Motion by Commissioner Morris, seconded by Commissioner Carey to approve the PUD Major Amendment for property consisting of 4.96 acres located at 200 Hunt Club Boulevard, Addendum #15, as shown on page 2226.1, to the Wekiva PUD Developer's Commitment Agreement and the Final Master Plan; adopt Ordinance #2006-64, as shown on page 2239, granting rezoning from PUD to PUD; and authorize the Chairman to execute the aforementioned documents, based on staff findings, as described in the proof of publication, Brian Davis.

Under discussion and upon inquiry by Commissioner Carey, Commissioner Morris stated it is his intention to protect the strand of trees located on the east and he believes that can be done with the site plan. He added that maybe one or two townhomes would have to be eliminated to save the trees and he will accept that as part of the motion.

Districts 1, 2, 4 and 5 voted AYE.

Commissioner Van Der Weide voted NAY.

The Chairman recessed the meeting at 3:40 p.m., reconvening it at 3:50 p.m.

**CONSIDERATION OF CHARTER
AMENDMENT RE: CLERK'S DUTIES**

Proof of publication, as shown on page 2245, calling for a public hearing to consider a proposed ordinance authorizing and directing the Supervisor of Elections to place on the ballot for the November 7, 2006 General Election, a Charter Amendment providing that the Clerk of Circuit Court shall not be the Clerk of the Board of County Commissioners, auditor, recorder and custodian of all County funds and to require the County to provide its own clerk, auditor, recorder and custodian of all County funds, received and filed.

Copy of revised ordinance was received and filed.

No one spoke in support or in opposition.

Motion by Commissioner Morris, seconded by Commissioner Carey to adopt Ordinance #2006-60, as shown on page 2246, authorizing and directing the Supervisor of Elections to place on the November 7, 2006 General Election ballot a charter amendment providing that the Clerk of Circuit Court shall not be the Clerk of the Board of County Commissioners, auditor, recorder and custodian of all County funds and to require the

**SEMINOLE COUNTY GOVERNMENT
LAND PLANNING AGENCY / PLANNING AND ZONING COMMISSION
AGENDA MEMORANDUM**

SUBJECT: Wekiva Landings PSP

DEPARTMENT: Planning & Development **DIVISION:** Development Review

AUTHORIZED BY: Bryan Potts **CONTACT:** Brian M. Walker EXT. 7337

Agenda Date 4/11/07 **Regular** ☒ **Work Session** ☐ **Briefing** ☐
Special Hearing – 6:00 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve the Preliminary Subdivision Plan (PSP) for Wekiva Landings Subdivision located south of East Wekiva Trail and west of North Hunt Club Blvd.

District 3 - Van Der Weide

Brian M. Walker – Senior Planner

BACKGROUND:

The applicant, Wekiva Golf Club Inc., is requesting approval of the Preliminary Subdivision Plan for Wekiva Landings Subdivision. The property is zoned as a Planned Unit Development.

The proposed subdivision is located south of East Wekiva Trail and west of North Hunt Club Blvd. on approximately 4.96 acres. It consists of 48 single family homes (townhomes) with a maximum buildable density of 12.3 dwelling units per net acre, but not to exceed 48 townhomes.

The proposed subdivision is in the Utilities Inc. water and sewer service area.

STAFF RECOMMENDATION:

Staff recommends approval of the requested Preliminary Subdivision Plan.

Attachments: Location Map
Preliminary Plan Reduction

DR No. 06-05500040
Parcel ID#:
06-21-29-300-0100-0000

**MINUTES FOR
THE REGULAR MEETING OF THE
SEMINOLE COUNTY LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION**

WEDNESDAY, APRIL 11, 2007

Members present: Dudley Bates, Matthew Brown, Walt Eismann, Ben Tucker, and Rob Wolf

Members absent: Jason Brodeur, Kim Day

Also present: Dori DeBord, Director of Planning and Development; Tina Williamson, Acting Planning Manager; Ian Sikonia, Senior Planner; Kim Laucella, Assistant County Attorney; April Boswell, Assistant County Manager; and Candace Lindlaw-Hudson, Clerk to the Commission.

OPENING BUSINESS

The Chairman called the meeting to order at 7:00 P.M. He introduced the members of the commission present, welcoming back Commissioner Tucker.

There was no legal ad for this meeting, since the public hearing item was continued from the February meeting.

Commissioner Eismann made a motion to accept the minutes as submitted.

Commissioner Wolf seconded the motion.

The motion carried 5 – 0.

NEW BUSINESS

Technical Review Item:

A. Wekiva Golf Club Townhomes Subdivision PSP; Wekiva Golf Club Inc., applicant; approximately 4.96 acres; Preliminary Subdivision approval for a 48 Unit Single Family Residence Subdivision zoned Planned Unit Development; located south of East Wekiva Trail and West of North Hunt Club Blvd.

Commissioner Van Der Weide – District 3
Brian M. Walker – Senior Planner

Tina Williamson presented the Wekiva Landings preliminary subdivision plan. The plan is for a 48-lot townhome community with a net density of 12.3 dwelling units per net buildable acre, not to exceed 48 townhomes. The preliminary subdivision plan does comply with the terms of the developer's commitment agreement approved at the time of the PUD amendment.

Chairman Brown asked about the distance from the end townhome to the nearest single family residence.

Ms. Williamson stated that the distance from one of the concerned property owner's houses was 150 feet.

Commissioner Tucker stated that the secondary access gate was supposed to be kept closed.

Ms. Williamson said that the gate shall be closed at the time of the final engineering, unless Public Safety needs it to be opened.

Commissioner Eismann made a motion to approve the plan.

Commissioner Wolf seconded the motion.

The motion passed 5 – 0.

Public Hearing Item:

B. Heathrow IBC PUD Major Amendment; Shutts & Bowen, LLP, applicant; 407± acres; Major Amendment to the Heathrow International Business Center PUD; located on the south side of CR 46A, approximately bounded by I-4, Banana Lake Road, and Lake Mary Boulevard. (Z2006-85)

Commissioner Carey – District 5
Ian Sikonia, Senior Planner

Ian Sikonia presented the Heathrow International Business Center Major Amendment creating the Second Amendment to the Third Amended and Restated Commitments, Classifications, and District Description. The subject property contains approximately 159 acres. In March of 2006 the City of Lake Mary annexed 46.3± acres of the Heathrow International Business Center PUD, which included Tracts O, P, and a portion of Tract N of the PUD Final Master Plan. The purpose of this Major amendment is to ensure that the HIBC PUD Final Master Plan development program and the related entitlements are

consistent with the jurisdictional boundaries of Seminole County and the City of Lake Mary.

Mr. Sikonia said the Second Amendment to the Third Amended and Restated Commitments, Classification and District Description consists of the following:

1. Changing the development name from "Heathrow International Business Center" to "Colonial Center Heathrow";
2. Revising the PUD Final Master Plan to reflect annexation of Tracts O,P, and a portion of Tract N;
3. Correcting acreage calculations within the entire PUD due to improved surveying techniques;
4. Replacing the Open Space Summary Table contained in the Third Amended and Restated Commitments, Classification, and District Description; and
5. Replacing Tables III-1 and III-2 of the Third Amended and Restated Commitments, Classificaion, and District Description as previously amended by the First Amendment to the Third Amended and Restated Commitments, Classification, and District Description.

Mr. Sikonia stated that the proposed uses of Tracts O and P will be changed from office space to office/multi-family residential uses. Tract N will be a retention area.

There will be no increased impacts on utilities from this proposed PUD Major Amendment. Seminole County Utilities will continue to provide water and sewer service to the HIBC within the County and the City of Lake Mary.

Staff recommendation is for approval of the request for the PUD Major Amendment.

The applicant was present to answer questions.

There were questions from the commissioners.

No one spoke from the audience.

Commissioner Eismann made a motion to recommend approval of the request.

Commissioner Bates seconded the motion.

Chairman Brown stated that this applicant went to the City of Lake Mary after not getting approval from Seminole County. The County will be losing office space as a result of the annexation. The schools will be impacted by this. We are trying to control growth, yet this happens.

Commissioner Wolf said that this is not the first time a city has annexed for their own growth. It is a conscious decision that they make.

Commissioner Tucker said that we are disproportionately eliminating our industrial and commercial zoning and having much more expensive residential (uses). It is like eating our seed corn. This is taking us in the wrong direction.

Commissioner Wolf said that since it has already been annexed, there is nothing that the County can do.

Commissioner Brown cited the case of Lazy Acres being annexed by the City of Longwood to get what they wanted. The outcome for the County is negative, not positive.

The motion passed unanimously (5 – 0).

CLOSING BUSINESS

Tina Williamson reminded the Commissioners that there would be a workshop at 5:30 P.M. next month, prior to the regular meeting. The regular meeting will be at 7:00 P.M.

Commissioner Tucker asked if the canopy road issues would be discussed at the workshop.

Ms. Williamson said that it was not on the agenda.

Dori DeBord said that it could be brought back, but at this time the item is under examination. The workshop is for the Land Development Code, the Comprehensive Plan, and the EAR based processes.

Commissioner Tucker mentioned the issue of open space.

Ms. DeBord said that will be addressed in the new Land Development Code.

Commissioner Tucker asked about Hometown Democracy discussion.

Ms. DeBord said that is a policy issue to be addressed by the County Manager's Office, the County Attorney's Office and the Board of County Commissioners. A number of groups are looking at this issue statewide. Ms. DeBord said that she had not been directed to look at that issue.

Commissioner Tucker returned to the canopy road issue, saying that they are a good thing. The issue must work within the private community.

Ms. DeBord said that this board had taken final action by recommending denial.

Commissioner Tucker said that initially there had been 40 proposed canopy roads.

Ms. Williamson said that there had been 8 roads eventually listed.

Commissioner Wolf asked about the rural area and having future subdivisions in the area.

Ms. DeBord said she would take that under advisement.

Chairman Brown said that the previous meeting had covered the first 7 chapters of the Code. The commissioners would like to have input in the chapter by chapter editing.

Ms. DeBord said that workshops can be set up for that. She would like to bring it to the commissioners in sections.

Commissioner Tucker asked about the Joint City – County standardization of the Land Development Codes.

Ms. DeBord said that there is interest in this. Commuter Rail issues may bring about standardization with the cities.

Commissioner Brown brought up the issue of plain language.

Ms. DeBord said that the Code will be streamlined in several ways.

Commissioner Wolf asked if there was a target date for finalizing the new version of the Code.

Ms. DeBord said that the end of this year is a target date, but nothing is set.

There being no further business, the meeting adjourned at 7:35 P.M.

Respectfully submitted,

Candace Lindlaw-Hudson

Prepared by/return to:
Carolyn S. Crichton, Esq.
Lewis & Crichton
Post Office Box 1119
Winter Park, Florida 32790-1119

PERMANENT EASEMENT FOR LANDSCAPE BUFFER

WHEREAS, WEKIVA GOLF CLUB, INC., a Florida corporation (hereinafter "Wekiva Golf") is transferring this date the real property with improvements thereon and located in Seminole County, Florida, the legal description of which is attached hereto as Exhibit "A" (hereinafter "Real Property"); and

WHEREAS, Wekiva Golf is this date selling the Real Property, improvements thereon, and certain other property to LENNAR HOMES, LLC, (hereinafter "Lennar"); and

WHEREAS Wekiva Golf is retaining and will continue to own all of the property surrounding the Real Property and will operate and maintain a golf course thereon (the "Golf Course Land"); and

WHEREAS Lennar intends to develop the Real Property in accordance with the Wekiva Planned Unit Development dated November 16, 1976 as amended by Addendum #15 dated September 12, 2006 and recorded in Official Records Book 6438, Page 922, Public Records of Seminole County, Florida; Addendum #16 dated February 20, 2007 and recorded in Official Records Book 6611, Page 135, Public Records of Seminole County, Florida and further amended by Addendum #17 on August 1, 2007 and recorded in Official Records Book _____, Page _____, Public Records of Seminole County, Florida (together referred to as the "Wekiva PUD"); and

WHEREAS Lennar, as developer of the Real Property, has incorporated the Wekiva Landings Townhomes Homeowners Association, Inc. (the "Association"), a not-for-profit Florida corporation for the purpose of maintaining and administering the Common Properties within the Real Property and for other purposes for the benefits of the homeowners within the Real Property as set forth in the Declaration of Covenants and Restrictions of Wekiva Landings Townhomes recorded in Official Records Book _____, Page _____, Public Records of Seminole County, Florida; and

WHEREAS the Wekiva PUD requires a landscape buffer along the property line of the Real Property adjacent to the Golf Course Land owned by Wekiva Golf and as more thoroughly described in the Wekiva PUD; and

WHEREAS the Real Property to be sold to Lennar is insufficient in size to provide the landscape buffer required by the Wekiva PUD and otherwise comply with the zoning and property setbacks as set forth in the Wekiva PUD; and

WHEREAS to facilitate compliance with the Wekiva PUD, Wekiva Golf has determined it is in its best interest to grant an easement for landscape buffer in and over the Golf Course Land adjacent to the Real Property as shown on the attached Exhibit "B," and described in the attached Exhibit "C" (the "Landscape Buffer Land") and

WHEREAS the Wekiva PUD requires that the landscape buffer be maintained by the Association; and

WHEREAS concurrent with such sale to Lennar, Wekiva Golf does hereby grant unto the Association a Permanent Easement for Landscape Buffer in and on the Landscape Buffer Land; and

WHEREAS, as a condition of the closing of the sale of the Real Property and conveying title to Real Property, Lennar shall not interfere with or oppose Wekiva Golf's grant of this easement right to the Association and Lennar agrees as subsequent owner of the Real Property, upon the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree, the Permanent Easement for Landscape Buffer is granted as follows:

1. The recitations set forth above are true, accurate and agreed to.
2. Wekiva Golf does hereby grant a permanent irrevocable easement for landscape buffer located on the Landscape Buffer Land, shown on attached Exhibit "B" and described in Exhibit "C" to the Association and its licensees, agents, successors, assigns.
3. The Association shall have the right to plant and maintain a landscape buffer in accordance with the Wekiva PUD and to install and maintain an irrigation system in and on the Landscape Buffer Land for the purpose of maintaining the landscape buffer. In the event that any of the landscaping plants and/or trees on the Landscape Buffer Land die or are removed due to disease the Association shall replace said plants and/or trees with similar landscaping plants and/or trees.
4. In its use of the landscape buffer on the Landscape Buffer Easement the Association shall not interfere with any existing or future Wekiva Golf operations, equipment or fixtures on the adjoining Golf Course Land.
5. The Association will repair any damage caused to the Landscape Buffer Land and/or the Golf Course Land caused by its operations, and the Association shall indemnify and hold Wekiva Golf harmless from and against any and all costs, expenses, obligations, penalties, damages, claims, losses, costs and liabilities (including, without limitation, attorneys' fees and other charges) in connection with or arising from all of the Association's rights hereunder, including, but not limited to, the Association's use

of the landscape buffer located on the Landscape Buffer Land, including, without limitation, any injury or damage caused or claimed to have been caused by negligence or improper conduct of the Association or its employees, agents, guests, visitors, invitees or contractors; any personal injury or property damage occurring in and about the easement, if such injury or damage results from or is claimed to have resulted from any of the Association's rights and obligations hereunder, including but not limited to Association's operations to maintain the landscape buffer located on the Landscape Buffer Land.

6. Wekiva Golf will repair any damage caused to the Landscape Buffer Land and/or the Real Property caused by its operations, and Wekiva Golf shall indemnify and hold the Association and/or Lennar harmless from and against any and all costs, expenses, obligations, penalties, damages, claims, losses, costs and liabilities (including, without limitation, attorneys' fees and other charges) in connection with or arising from Wekiva Golf's operations, including, without limitation, any injury or damage caused or claimed to have been caused by negligence or improper conduct of Wekiva Golf or its employees, agents, guests, visitors, invitees or contractors resulting in any personal injury or property damage occurring in and about the Landscape Buffer Land and/or the Real Property.
7. If the Landscape Buffer Land ever becomes subject to a separate tax parcel, the Association shall be responsible for said taxes.
8. The following are conditions and restrictions of the Landscape Buffer Easement on the Landscape Buffer Land:
 - a. No building, billboard or advertising material, fence or other structure shall be erected on the property unless such structure replaces a preexisting structure of similar size, bulk, or height.
 - b. There shall be no dumping of soil, trash, ashes, garbage, waste or other unsightly or offensive material.
 - c. There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation except as may be necessary to maintain the landscape buffer in accordance with the Wekiva PUD and to install and maintain an irrigation system in and on the Landscape Buffer Land
 - d. No advertising of any kind or nature shall be located on or within the Landscape Buffer Land.
9. Wekiva Golf warrants that it is the true owner of record of the above-described Landscape Buffer Land on which the aforesaid covenant is restricted.
10. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Permanent Reservation of Easement for Landscape

Buffer shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Wekiva Golf: Wekiva Golf Club, Inc.
531 Codisco Way
Sanford, Florida 32771
Attention: Robert Dello Russo

To Association: Wekiva Landings Townhomes
Homeowners Association, Inc__
101 Southhall Lane
Suite 200
Maitland, Florida 32751

To Lennar: Lennar Homes, LLC
101 Southhall Lane
Suite 200
Maitland, Florida 32751

With Copy to: Lewis & Crichton
1936 Lee Road
Suite 280
Winter Park, Florida 32789
Attention: Carolyn S. Crichton

And

Seminole County
Planning Division
Second Floor
1101 E. First St.
Sanford, FL 32771

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

11. No modification, waiver or amendment of this Easement or any provision herein shall be valid unless the same is in writing, signed by the party against which the enforcement of such modification, waiver or amendment is sought, and approved in writing by the Planning Manager to be in conformity with the zoning and code requirements. In the event that the Planning Manager determines that such modification, waiver or amendment constitutes a major amendment to the zoning then it shall be processed as a major amendment to the PUD according

to the zoning regulations in place at that time.

12. Enforcement of the covenants herein between the parties to this Easement shall be by action at law or in equity against any party or person violating or attempting to violate any provision hereof, either to restrain the violation or to recover damages. In any action, the prevailing party shall recover its reasonable costs and attorney's fees, including fees for the bankruptcy court, the trial and appellate courts. This paragraph shall not apply to action by Seminole County Code Enforcement.

13. Wekiva Golf agrees that the terms, conditions, restrictions and purposes of the Landscape Buffer Easement will be inserted by Wekiva Golf in any subsequent deed or other legal instrument by which it divests itself of fee simple title to or possessory interest in the Landscape Buffer Land. This requirement shall be binding on all subsequent owners of the Landscape Buffer Land.

14. Wekiva Golf expressly reserves for itself, its personal representatives, heirs, successors or assigns the right to continue the use of the Landscape Buffer Land for all purposes not inconsistent with this Landscape Buffer Easement.

TO HAVE AND TO HOLD the above restrictive easement unto the Wekiva Landings Townhomes Homeowners Association, Inc., its licensees, agents, successors, assigns, and allied and associated companies. The easement granted shall constitute a covenant running with the land described herein and shall be at all times binding upon the parties hereto and their respective grantees, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the _____ day of _____ 2007.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

Name:

WEKIVA GOLF CLUB, INC.

Name:

BY: _____

Robert Dello Russo

Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by ROBERT DELLO RUSSO, as President of WEKIVA GOLF CLUB, INC, who is personally known to me or who has produced _____ identification and who did ____ take an oath.

Sign: _____

Notary Public, State of Florida

SUBSEQUENT OWNER OF THE REAL PROPERTY:

LENNAR HOMES, LLC.

Name:

Name:

By: _____
Name:
Title:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2007, by _____, as _____ of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification and who did ____ take an oath.

Sign: _____
Notary Public, State of Florida

THE ASSOCIATION

WEKIVA LANDINGS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

Name:

Name:

By: _____
Name:
Title:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2007, by _____, as _____ of Wekiva Landings Townhomes Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced _____ as identification and who did ____ take an oath.

Sign: _____
Notary Public

Prepared by/return to:
Carolyn S. Crichton, Esq.
Lewis & Crichton
Post Office Box 1119
Winter Park, Florida 32790-1119

PERMANENT EASEMENT FOR TREE PRESERVATION

WHEREAS, WEKIVA GOLF CLUB, INC., a Florida corporation (hereinafter "Wekiva Golf") is transferring this date the real property with improvements thereon and located in Seminole County, Florida, the legal description of which is attached hereto as Exhibit "A" (hereinafter "Real Property"); and

WHEREAS, Wekiva Golf is this date selling the Real Property, improvements thereon, and certain other property to LENNAR HOMES, LLC, (hereinafter "Lennar"); and

WHEREAS Wekiva Golf is retaining and will continue to own all of the property surrounding the Real Property and will operate and maintain a golf course thereon (the "Golf Course Land"); and

WHEREAS Lennar intends to develop the Real Property in accordance with the Wekiva Planned Unit Development dated November 16, 1976 as amended by Addendum #15 dated September 12, 2006 and recorded in Official Records Book 6438, Page 922, Public Records of Seminole County, Florida; Addendum #16 dated February 20, 2007 and recorded in Official Records Book 6611, Page 135, Public Records of Seminole County, Florida and further amended by Addendum #17 on August 1, 2007 and recorded in Official Records Book _____, Page _____, Public Records of Seminole County, Florida (together referred to as the "Wekiva PUD"); and

WHEREAS Lennar, as developer of the Real Property, has incorporated the Wekiva Landings Townhomes Homeowners Association, Inc. (the "Association"), a not-for-profit Florida corporation for the purpose of maintaining and administering the Common Properties within the Real Property and for other purposes for the benefits of the homeowners within the Real Property as set forth in the Declaration of Covenants and Restrictions of Wekiva Landings Townhomes recorded in Official Records Book _____, Page _____, Public Records of Seminole County, Florida; and

WHEREAS the Wekiva PUD requires a landscape buffer along the property line of the Real Property ("Landscape Buffer") adjacent to the Golf Course Land owned by Wekiva Golf and as more thoroughly described in the Wekiva PUD and Wekiva Golf has granted an easement for the Landscape Buffer concurrent with the grant of this easement; and

WHEREAS Seminole County requested that a tree preservation area be maintained on a portion of the Real Property adjacent to the Landscape Buffer; and

WHEREAS to facilitate compliance with the Wekiva PUD, Wekiva Golf has determined it is in its best interest to grant an easement for the tree preservation area in and over the Real Property as shown on the attached Exhibit "B," and described in the attached Exhibit "C" (the "Tree Preservation Land") located on Parcel ID # _____ and

WHEREAS the Wekiva PUD requires that the Landscape Buffer and Tree Preservation Land be maintained by the Association; and

WHEREAS concurrent with such sale to Lennar, Wekiva Golf does hereby grant unto the Association a Permanent Easement for Tree Preservation in and on the Tree Preservation Land; and

WHEREAS, as a condition of the closing of the sale of the Real Property and conveying title to Real Property, Lennar shall not interfere with or oppose Wekiva Golf's grant of this easement right to the Association and Lennar agrees as subsequent owner of the Real Property, upon the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree, the Permanent Easement for Tree Preservation is granted as follows:

1. The recitations set forth above are true, accurate and agreed to.
2. Wekiva Golf does hereby grant a permanent irrevocable easement for tree preservation located on the Tree Preservation Land, shown on attached Exhibit "B" and described in Exhibit "C" to the Association and its licensees, agents, successors, assigns.
3. The Association shall have the right to plant and maintain a tree preservation area and to install and maintain an irrigation system in and on the Tree Preservation Land for the purpose of maintaining the Tree Preservation Land. In the event that any of the trees on the Tree Preservation Land die or are removed due to disease the Association shall replace said plants and/or trees with similar trees.
4. In its use of the Permanent Easement for Tree Preservation on the Tree Preservation Land the Association shall not interfere with any existing or future Wekiva Golf operations, equipment or fixtures on the adjoining Golf Course Land.
5. The Association will repair any damage caused to the Tree Preservation Land and/or the Golf Course Land caused by its operations, and the Association shall indemnify and hold Wekiva Golf harmless from and against any and all costs, expenses, obligations, penalties, damages, claims, losses, costs and liabilities (including, without limitation, attorneys' fees and other charges) in connection with or arising from all of the Association's rights hereunder, including, but not limited to, the Association's use of the tree preservation area located on the Tree Preservation Land, including, without

limitation, any injury or damage caused or claimed to have been caused by negligence or improper conduct of the Association or its employees, agents, guests, visitors, invitees or contractors; any personal injury or property damage occurring in and about the easement, if such injury or damage results from or is claimed to have resulted from any of the Association's rights and obligations hereunder, including but not limited to Association's operations to maintain the tree preservation area located on the Tree Preservation Land.

6. Wekiva Golf will repair any damage caused to the Tree Preservation Land and/or the Real Property caused by its operations, and Wekiva Golf shall indemnify and hold the Association and/or Lennar harmless from and against any and all costs, expenses, obligations, penalties, damages, claims, losses, costs and liabilities (including, without limitation, attorneys' fees and other charges) in connection with or arising from Wekiva Golf's operations, including, without limitation, any injury or damage caused or claimed to have been caused by negligence or improper conduct of Wekiva Golf or its employees, agents, guests, visitors, invitees or contractors resulting in any personal injury or property damage occurring in and about the Tree Preservation Land and/or the Real Property.
7. If the Tree Preservation Land ever becomes subject to a separate tax parcel, the Association shall be responsible for said taxes related to the Tree Preservation Land.
8. The following are conditions and restrictions of the Tree Preservation Easement on the Tree Preservation Land:
 - a. No building, billboard or advertising material, fence or other structure shall be erected on the Tree Preservation Land unless such structure replaces a preexisting structure of similar size, bulk, or height.
 - b. There shall be no dumping of soil, trash, ashes, garbage, waste or other unsightly or offensive material.
 - c. There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation except as may be necessary to maintain the preserved trees in accordance with the Wekiva PUD and to install and maintain an irrigation system in and on the Tree Preservation Land
 - d. No advertising of any kind or nature shall be located on or within the Tree Preservation Land.
9. Wekiva Golf warrants that it is the true owner of record of the above-described Tree Preservation Land on which the aforesaid covenant is restricted.
10. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Permanent Reservation of Easement for Tree Preservation shall be effective and valid only if in writing, signed by the party giving

such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Wekiva Golf: Wekiva Golf Club, Inc.
531 Codisco Way
Sanford, Florida 32771
Attention: Robert Dello Russo

To Association: Wekiva Landings Townhomes
Homeowners Association, Inc__
101 Southhall Lane
Suite 200
Maitland, Florida 32751

To Lennar: Lennar Homes, LLC
101 Southhall Lane
Suite 200
Maitland, Florida 32751

With Copy to: Lewis & Crichton
1936 Lee Road
Suite 280
Winter Park, Florida 32789
Attention: Carolyn S. Crichton

And: Seminole County
Planning Division
Second Floor
1101 E. First St.
Sanford, FL 32771

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

11. No modification, waiver or amendment of this Easement or any provision herein shall be valid unless the same is in writing, signed by the party against which the enforcement of such modification, waiver or amendment is sought, and approved in writing by the Planning Manager to be in conformity with the zoning and code requirements. In the event that the Planning Manager determines that such modification, waiver or amendment constitutes a major amendment to the zoning then it shall be processed as a major amendment to the PUD according to the zoning regulations in place at that time.

12. Enforcement of the covenants herein between the parties to this Easement shall be by action at law or in equity against any party or person violating or attempting to violate any provision hereof, either to restrain the violation or to recover damages. In any action, the prevailing party shall recover its reasonable costs and attorney's fees, including fees for the bankruptcy court, the trial and appellate courts. This paragraph shall not apply to action by Seminole County Code Enforcement.

13. Wekiva Golf agrees that the terms, conditions, restrictions and purposes of the Tree Preservation Easement will be inserted by Wekiva Golf in any subsequent deed or other legal instrument by which it divests itself of fee simple title to or possessory interest in the Tree Preservation Land. This requirement shall be binding on all subsequent owners of the Tree Preservation Land. The deed to any parcel containing the Tree Preservation Land shall contain the following in bold face type:

NOTICE OF PERMANENT EASEMENT FOR TREE PRESERVATION

This property is burdened by a specific permanent easement to preserve the trees within a portion of parcel and to be maintained by the homeowner's association. The property owner may not remove trees in the designated area in contradiction to the terms of the recorded easement.

14. Wekiva Golf expressly reserves for itself, its personal representatives, heirs, successors or assigns the right to continue the use of the Tree Preservation Land for all purposes not inconsistent with this Tree Preservation Easement.

TO HAVE AND TO HOLD the above restrictive easement unto the Wekiva Landings Townhomes Homeowners Association, Inc., its licensees, agents, successors, assigns, and allied and associated companies. The easement granted shall constitute a covenant running with the land described herein and shall be at all times binding upon the parties hereto and their respective grantees, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the _____ day of _____ 2007.

[Signatures on following pages]

Signed, sealed, and delivered
in the presence of:

GRANTOR:

Name:

WEKIVA GOLF CLUB, INC.

Name:

BY: _____
Robert Dello Russo
Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by ROBERT DELLO RUSSO, as President of WEKIVA GOLF CLUB, INC, who is personally known to me or who has produced _____ identification and who did ____ take an oath.

Sign: _____
Notary Public, State of Florida

SUBSEQUENT OWNER OF THE REAL PROPERTY:

LENNAR HOMES, LLC.

Name:

By: _____
Name:
Title:

Name:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2007, by _____, as _____ of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification and who did ____ take an oath.

Sign: _____
Notary Public, State of Florida

THE ASSOCIATION

WEKIVA LANDINGS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

Name:

Name:

By: _____

Name:

Title:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2007, by _____, as _____ of Wekiva Landings Townhomes Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced _____ as identification and who did ____ take an oath.

Sign: _____
Notary Public